SECTION II

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SOLICITATION: SP0600-99-R-0161

PROGRAM: <u>2.2B</u>, <u>2.2D</u>, <u>2.5B</u>

THE ENCLOSED SOLICITATION COVERS THE PERIOD: <u>01 OCTOBER 1999</u>

THROUGH: 31 SEPTEMBER 2000

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B14.03 SUPPLIES TO BE OFFERED (DOMESTIC BULK) (DESC MAY 1997)

The maximum and minimum quantities are defined in the DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT clause. Offers of refined product shall be made on the basis of--

- (a) **ORIGIN DELIVERY.** Offers of product on the basis of delivery f.o.b. origin shall be entered on the Origin Offer Cards included in this solicitation in the Offeror Submission Package.
- (b) **DESTINATION DELIVERY.** Offers of product on the basis of delivery f.o.b. destination shall be entered on the Destination Offer Cards included in this solicitation in the Offeror Submission Package.
 - (c) Product requirements, quantities, acceptable modes of delivery, and associated restrictions thereto are as follows:
- 1. The following Inland, Rocky Mountain, West Coast and Offshore JP8, JP4/Jet B, JP5, and F76 requirements will escalate with their respective region's Economic Price Adjustment (EPA) formula provided in Clause B19.33 ECONOMIC PRICE ADJUSTMENT PUBLISHED MARKET PRICE. Offerors should specify the respective commodity EPA escalator(s) to which their offer price is tied. FOB Origin offers will be evaluated solely to those EPA escalators so specified.
- 2. The ordering period is the date of award through September 30, 2000 See Clause F1.08, DELIVERY AND CONTRACT PERIODS. Note that tank truck offers will be evaluated based on a 260-day delivery period See Clause F1.08.100, DELIVERY AND CONTRACT PERIODS.
- 3. The delivery period for all items except for AK JP8 Items 0306 (Eielson AFB), 0307 (Ft Wainwright), and 0401 (Galena Airport) is October 1, 1999 through September 30, 2000, plus a thirty-day carry over period See Clause I86.12, DELIVERY ORDER LIMITATIONS -SCOPE OF CONTRACT.
- 4. The delivery period for Line Item 0306, Eielson AFB, is October 1, 1999 through April 30, 2000 See Clause F1.08.300, DELIVERY AND CONTRACT PERIODS.
- 5. The delivery period for Line Item 0307, Ft Wainwright, is May 1, 2000 through October 30, 2000 See Clause F1.08.400, DELIVERY AND CONTRACT PERIODS.
- 6. The delivery period for Line Item 0401, Galena Airport, is June 1, 2000 through October 30, 2000 See Clause F1.08.500, DELIVERY AND CONTRACT PERIODS.
- 7. ADDITIVES: Schedule identifies additive requirements for each line item. Product being offered via common carrier pipeline shall not contain FSII unless otherwise specified in the schedule. The product specification also identifies SDA and CI levels required in product.
- 8. The quantity set-aside appears as a note beneath the line item. This quantity is a portion of the total requirement stated for that line item and not in addition thereto.
- 9. Origin Offer Cards must be used for FOB Origin offers. Destination Offer Cards must be used for FOB Destination offers. Offer cards are included in the OFFER SUBMISSION PACKAGE.
- 10. Unless otherwise stated for the given modes of transportation under each line item, the receipt percentage (%) will be 100%.

11. Asterisks denote the following:

No asterisk Terminal

* Intermediate Terminal

** End user that can be supplied through a terminal

*** End user normally supplied by direct deliver

that can also be supplied through a teminal

- 12. SPECIFIC TO INLAND JP8 DELIVERIES: DFSP Hess Houston may be used as an entry point into the Texas Eastern pipeline system. DFSP Houston deliveries into TEPPCO are limited to 10,000 BBLS/month. Barge entry into TEPPCO is at their Beaumont, TX terminal.
- 13. SPECIFIC TO WEST COAST JP8 DELIVERIES: Offerors in the L.A. Basin are encouraged to offer JP8 directly into the Kinder Morgan (formerly Santa Fe Pacific) Pipeline via Watson Station or ATSC Terminal versus DFSP San Pedro/Norwalk.
- 14. Destination Tanker/Ocean-going Barge offers are not acceptable. The definition of ocean-going [barge/tanker] is traffic via ocean channels, which the Government satisfies using vessels provided by Military Sealift Command (MSC), supplemented as needed by spot charters.
- 15. SPECIFIC TO JP4/JET B OFFERS: Offers for either JP4 or Jet B with additives will be accepted. Offers of Jet B with additives will be evaluated against JP4 offers.

JP8, JP8 2.2B

NSN: 9130-01-031-5816

PURCHASE REQUEST NO. SC0600-99-0104

JP8 REQUIREMENT TOTALS ARE AS FOLLOWS

TOTAL SET ASIDE 8(A) RESERVATION NON SET ASIDE QUANTITY (USG) QUANTITY (USG) QUANTITY (USG) 1,150,253,000 518,472,500 45,121,500 586,659,000

1. JP8,

NSN: 9130-01-031-5816

2. THE TOTAL ESTIMATED JP8 QUANTITY TO BE PURCHASED IS -- 1,150,253,000

 JP8 Inland
 427,233,000

 JP8 Rocky Mountain
 57,275,000

 JP8 West Coast
 525,930,000

 JP8 Off Shore
 139,000,000

 JP8 Closed Port
 815,000

SUPPLIES TO BE OFFERED (DOMESTIC BULK)

JP8 Inland ESCALATOR JP8 Inland

LINE ITEM DODAAC SPLC LOCATION ST

0001 UY7311 368903270 DFSP INDIANAPOLIS IN

QUANTITY 13,100,000 8A QUANTITY 0 SA QUANTITY 0 PRODUCT MUST BE OFFERED FOB INTO TEPPCO OR BUCKEYE

PIPELINES OR DFSP INDIANAPOLIS

MODE RECEIPT% FSII SDA CI

PIPE NONE NONE REQUIRED

LINE ITEM DODAAC SPLC LOCATION ST

0002 FP6131 373445240 181 TFG HULMAN FLD IN

QUANTITY 2,500,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP INDIANAPOLIS

MODE RECEIPT% FSII SDA CI

TRUCK REQUIRED REQUIRED REQUIRED

DLVY HOURS 0630-1500 TUE-FRI

LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 7,600,000 8A Q ** END USER CAN BE SU	UANTITY 0 SA QUANTIT	INAL DFSP INDIANAPOLIS CI	IN
LINE TEM DODAAC	SPLC	LOCATION	ST
QUANTITY 2,300,000 8A Q ** END USER CAN BE SU	PPLIED THROUGH TERM	TY 1,840,000 INAL DFSP INDIANAPOLIS CI	IN
LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 700,000 8A QUA ** END USER CAN BE SU	NTITY 0 SA QUANTITY PPLIED THROUGH TERMI	INAL DFSP INDIANAPOLIS CI	IN
LINE ITEM DODAAC	SPLC	LOCATION	ST
0006 FP4460 QUANTITY 28,000,000 ** INCLUDES 220,000 USG FO MODE RECEIPT% PIPE PL ORIGINATES AT DFSP J	8A QUANTITY 0 SA (R CAMP ROBINSON FSII SDA NONE NONE	LITTLE ROCK DFSP/AFB QUANTITY 14,000,000 CI REQUIRED	AR
LINE ITEM DODAAC	SPLC	LOCATION	ST
O007 UY7307 QUANTITY 29,898,000 MODE RECEIPT% PIPE	FSII SDA	DFSP LEBANON QUANTITY 0 CI REQUIRED	OH
LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 225,000 8A QUA ** END USER CAN BE SU MODE RECEIPT% TRUCK	NTITY 0 SA QUANTITY PPLIED THROUGH TERMI FSII SDA		IN

LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 55,000 8A QUAN ** END USER CAN BE SU		NAL DFSP LEBANON CI	KY
LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 700,000 8A QUA ** END USER CAN BE SU MODE RECEIPT%	PPLIED THROUGH TERMI	0 NAL DFSP LEBANON CI	KY
LINE ITEM DODAAC	SPLC	LOCATION	ST
	UANTITY 0 SA QUANTIT	Y 0 NAL DFSP LEBANON CI	ОН
LINE ITEM DODAAC	SPLC	LOCATION	ST
O012 FP6356 QUANTITY 7,000,000 8A Q ** END USER CAN BE SU MODE RECEIPT% TRUCK	UANTITY 0 SA QUANTIT PPLIED THROUGH TERMI	Y 3,500,000 NAL DFSP LEBANON CI	OH
		LOCATION	ST
VUANTITY 125,000 8A QUA ** END USER CAN BE SU		U NAL DFSP LEBANON CI	OH
LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 2,000,000 8A Q ** END USER CAN BE SU MODE RECEIPT% TRUCK		Y 1,000,000 NAL DFSP LEBANON CI	OH

LINE ITEM DODAAC SPLC LOCATION ST **0015** 805501 341800240 JOHN GLENN RESEARCH CTR OH QUANTITY 200,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP LEBANON MODE RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED REQUIRED SPLC LINE ITEM DODAAC LOCATION ST FP6353 345750240 MANSFIELD MAP ANG ОН 0016 QUANTITY 1,700,000 8A QUANTITY 0 SA QUANTITY 1,530,000 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP LEBANON MODE RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED REQUIRED TANK TRUCK MUST HAVE CAPABILITY OF CONVERTING TO A 3-INCH MANIFOLD LINE ITEM DODAAC SPLC LOCATION ST 0017 FP6352 354185240 OH ANG SPRINGFLD OH QUANTITY 2,800,000 8A QUANTITY 0 SA QUANTITY 2,520,000 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP LEBANON MODE RECEIPT% FSII SDA CI REQUIRED REQUIRED REQUIRED TRUCK DLVY HOURS 0700-1630 TUE-SAT LINE ITEM DODAAC SPLC LOCATION ST 0018 EY9192 343100000 TELEDYNE CONTINTAL MOTOR OH QUANTITY 93,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP LEBANON MODE RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED REQUIRED SPLC LOCATION LINE ITEM DODAAC ST FP6355 343282240 TOLEDO EXP APT OH QUANTITY 2,500,000 8A QUANTITY 0 SA QUANTITY 1,875,000 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP LEBANON RECEIPT% FSII SDA CI REQUIRED REQUIRED REQUIRED TRUCK

DLVY HOURS 0645-1730 TUE-FRI

LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 10,000,000 8A ** END USER CAN BE SU	QUANTITY 0 SA QUANTI	NAL DFSP LEBANON CI	ОН
TRUCK	REQUIRED REQUIRED	REQUIRED	
DLVY HOURS 0730-2200 MO	N - FRI		
LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 11,550,000 MODE RECEIPT% PIPE	8A QUANTITY 0 SA QI FSII SDA	DFSP PITTSBURGH UANTITY 0 CI REQUIRED	PA
LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 1,500,000 8A Q ** END USER CAN BE SU	UANTITY 0 SA QUANTIT	NAL DFSP PITTSBURGH CI	PA
LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 8,500,000 8A Q ** END USER CAN BE SU MODE RECEIPT% TRUCK	UANTITY 0 SA QUANTIT	NAL DFSP PITTSBURGH CI	PA
LINE ITEM DODAAC	SPLC	LOCATION	ST
0024 W81XKH QUANTITY 50,000 8A QUAN ** END USER CAN BE SU MODE RECEIPT% TRUCK	TITY 0 SA QUANTITY 0 PPLIED THROUGH TERMII	NAL DFSP PITTSBURGH CI	WV
LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 100,000 8A QUA ** END USER CAN BE SU MODE RECEIPT% TRUCK	NTITY 0 SA QUANTITY (PPLIED THROUGH TERMII	NAL DFSP PITTSBURGH CI	WV

SPLC LOCATION LINE ITEM DODAAC ST 0026 FP6481 277560240 KANAWHA COUNTY APT WV QUANTITY 1,400,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PITTSBURGH RECEIPT% FSII SDA CI REQUIRED REQUIRED REQUIRED TRUCK ST LINE ITEM DODAAC SPLC LOCATION
 0027
 UY7308
 315997270
 DFSP NOVI

 QUANTITY 12,285,000
 8A QUANTITY 0 SA QUANTITY 0
 MΙ MODE RECEIPT% FSII SDA CI PIPE NONE NONE REOUIRED SPLC LINE ITEM DODAAC LOCATION ST 0028 FP6222 319140240 ANG KELLOGG FLD ΜI QUANTITY 2,300,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP NOVI MODE RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED REQUIRED DLVY HOURS 0700-1600 TUE-SAT LINE ITEM DODAAC SPLC ST LOCATION 0029 W56R69 311963250 ARNG CAMP GRAYLNG MΙ QUANTITY 110,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP NOVI MODE RECEIPT% FSII SDA CI REQUIRED REQUIRED REQUIRED TRUCK LINE ITEM DODAAC SPLC LOCATION ST 0030 W56LTH 316909250 ARNG GRAND LEDGE MΙ QUANTITY 175,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP NOVI MODE RECEIPT% FSII SDA CI REOUIRED REOUIRED REOUIRED TRUCK SPLC LINE ITEM DODAAC LOCATION ST FP6223 311340241 PHELPS COLLINS ANGB MΙ QUANTITY 700,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP NOVI MODE RECEIPT% FSII SDA CI REQUIRED REQUIRED REQUIRED TRUCK

LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 9,000,000 8A Q ** END USER CAN BE SU	UANTITY 0 SA QUANTIT	NAL DFSP NOVI CI	MI
LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 129,250,000 MODE RECEIPT% PIPE	FSII SDA		OK
LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 3,200,000 8A Q ** END USER CAN BE SU	PPLIED THROUGH TERMI FSII SDA REQUIRED REQUIRED	Y 2,880,000 NAL DFSP TULSA CI	AR
LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 225,000 8A QUA ** END USER CAN BE SU		0 NAL DFSP TULSA CI	AR
LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 300,000 8A QUA ** END USER CAN BE SU	NTITY 0 SA QUANTITY	NAL DFSP TULSA CI	KS
LINE ITEM DODAAC	SPLC	LOCATION	ST
0037 FP6152 QUANTITY 5,000,000 8A Q ** END USER CAN BE SU MODE RECEIPT%	PPLIED THROUGH TERMI	Y 3,150,000	KS

SPLC LOCATION LINE ITEM DODAAC ST 0038 EY9428 588440000 BOEING DEFENSE/SPACE GRP KS QUANTITY 375,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP TULSA MODE RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED REQUIRED DLVY HOURS 0800-1600 MON-FRI SPLC LOCATION LINE ITEM DODAAC ST OK QUANTITY 61,000,000 8A QUANTITY 0 SA QUANTITY 54,900,000 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP TULSA MODE RECEIPT% FSII SDA CI MAX PARCEL MIN PARCEL REQUIRED REQUIRED 15,000BBLS 12,000BBLS REQUIRED REQUIRED PIPE PL MODE RESTRICTED TO FOB DESTINATION OFFERS TT DELIVERY HOURS 0730-2200 MON-FRI LINE ITEM DODAAC SPLC LOCATION 0040 W44WLB 637263250 FORT SILL LOCATION ST OK QUANTITY 1,200,000 8A QUANTITY 0 SA QUANTITY 1,080,000 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP TULSA MODE RECEIPT% FSII SDA CI TRUCK REOUIRED REOUIRED REOUIRED LINE ITEM DODAAC SPLC LOCATION ST OUANTITY 1,700,000 8A OUANTITY 0 SA OUANTITY 1,530,000 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP TULSA MODE RECEIPT% FSII SDA CI REQUIRED REQUIRED REQUIRED TRUCK DLVY HOURS 0630-1530 MON-THUR SPLC LOCATION LINE ITEM DODAAC ST

REQUIRED REQUIRED REQUIRED

QUANTITY 250,000 8A QUANTITY 0 SA QUANTITY 225,000

MODE RECEIPT% FSII SDA CI

TRUCK

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP TULSA

LINEITEM DODAAC	SPLC	LOCATION	ST
O043 FP2037 QUANTITY 39,000,000 8A (** END USER CAN BE SUI MODE RECEIPT% PIPE	QUANTITY 0 SA Q	TERMINAL DFSP TULSA CI	OK
DLVY ANYTIME. MINIMUM I	PIPELINE THROUG	HPUT IS 15,330,000 GLS.	
TRUCK	REQUIRED REQU	IRED REQUIRED	
TT DLVY HOURS 0730 -2200) MON-FRI		
LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 17,000,000 8A (** END USER CAN BE SUI	QUANTITY 0 SA Q	TERMINAL DFSP TULSA CI	OK
LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 39,000,000 ** MODE RECEIPT% PIPE PIPE MODE RESTRICTED TO TRUCK	8A QUANTITY 0 FSII SDA REQUIRED REQU DESTINATION OF	CI URED REQUIRED	KS
LINE ITEM DODAAC	SPLC	LOCATION	ST
O046 UY7261 QUANTITY 46,265,000 MODE RECEIPT% PIPE	8A QUANTITY 0	CI	IL
LINE ITEM DODAAC	SPLC	LOCATION	ST
O047 FP6121 QUANTITY 5,700,000 8A QU ** END USER CAN BE SUI MODE RECEIPT% TRUCK	PPLIED THROUGH FSII SDA		IL
LINE ITEM DODAAC	SPLC	LOCATION	ST
O048 FP6123 QUANTITY 2,800,000 8A QU ** END USER CAN BE SUI MODE RECEIPT% TRUCK	PPLIED THROUGH FSII SDA		IL

LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 2,000,000 8A Q ** END USER CAN BE SU	UANTITY 0 SA QUANTIT PPLIED THROUGH TERMI FSII SDA REQUIRED REQUIRED	NAL DFSP WOOD RIVER CI	ĪL
LINE ITEM DODAAC		LOCATION	ST
QUANTITY 100,000 8A QUA ** END USER CAN BE SU	PPLIED THROUGH TERMI	0 NAL DFSP WOOD RIVER CI	IL
LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 5,200,000 8A Q ** END USER CAN BE SU MODE RECEIPT% TRUCK	UANTITY 0 SA QUANTIT	TY 3,640,000 NAL DFSP WOOD RIVER CI	IL
LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 110,000 8A QUA ** END USER CAN BE SU	NTITY 0 SA QUANTITY	NAL DFSP WOOD RIVER CI	ĪL
LINE ITEM DODAAC		LOCATION	ST
QUANTITY 10,000,000 8A ** END USER CAN BE SU MODE RECEIPT% TRUCK	QUANTITY U SA QUANTI	NAL DFSP WOOD RIVER CI	KY
LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 90,000 8A QUAN ** END USER CAN BE SU MODE RECEIPT% TRUCK	TITY 0 SA QUANTITY 0 PPLIED THROUGH TERMI	NAL DFSP WOOD RIVER CI	MO

LINE ITEM DODAAC SPLC LOCATION ST **0055** EY1205 567613000 MCDONNELL DOUGLAS/BOEING MO QUANTITY 1,000,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP WOOD RIVER RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED REQUIRED ST LINE ITEM DODAAC SPLC LOCATION FP6251 567650240 MO ANG LAMBERT IAP MO QUANTITY 5,500,000 8A QUANTITY 0 SA QUANTITY 3,850,000 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP WOOD RIVER MODE RECEIPT% FSII SDA CI REQUIRED REQUIRED REQUIRED TRUCK LINE ITEM DODAAC SPLC LOCATION ST 566320240 MO ANG ROSECRANS **0057** FP6252 MO QUANTITY 2,000,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP WOOD RIVER DELIVERY TRUCK REQUIRES 3-INCH MALE KAM LOK CONNECTOR MODE RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED REQUIRED SPLC LINE ITEM DODAAC LOCATION ST 0058 W58M0A 568820250 NG MEM APT JEFFERSN MO QUANTITY 125,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP WOOD RIVER MODE RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED REQUIRED SPLC LOCATION LINE ITEM DODAAC ST 0059 W58P1G 576550250 NG SPRGNFLD MAP MO QUANTITY 140,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP WOOD RIVER MODE RECEIPT% FSII SDA CI REOUIRED REOUIRED REOUIRED TRUCK LINE ITEM DODAAC SPLC LOCATION ST 569836240 WHITEMAN AFB FP4625 MO QUANTITY 8,500,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP WOOD RIVER MODE RECEIPT% FSII SDA CI

REQUIRED REQUIRED REQUIRED

TRUCK

LINE ITEM DODAAC SPLC LOCATION ST 0061 FP6422 439900240 TN ANG MEMPHIS TNQUANTITY 3,000,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP WOOD RIVER TANK TRUCK MUST HAVE CAPABILITY OF CONVERTING TO A 4-INCH MANIFOLD DLVY HRS: 0730-1500 MON-FRI 0830-1600 (DRILL DAY ONLY) MODE RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED REQUIRED LINE ITEM DODAAC SPLC LOCATION ST 0062 UY7170 553410270 JHKINLEY CAPEHART NE QUANTITY 30,105,000 8A QUANTITY 0 SA QUANTITY 0 MODE RECEIPT% FSII SDA CI PIPE NONE NONE REQU REOUIRED SPLC LOCATION LINE ITEM DODAAC ST 0063 FP6142 547500240 ANG SIOUX CITY ΙA QUANTITY 2,800,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL JHKINLEY CAPEHART MODE RECEIPT% FSII SDA CI REQUIRED REQUIRED REQUIRED TRUCK DLVY HOURS 0700-1730 TUES-FRI LINE ITEM DODAAC SPLC LOCATION ST 0064 FP6141 536870240 DES MOINES IAP ΙA QUANTITY 2,800,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL JHKINLEY CAPEHART MODE RECEIPT% FSII SDA CI REQUIRED REQUIRED REQUIRED TRUCK DLVY HOURS 0730-1645 TUES-FRI LINE ITEM DODAAC SPLC LOCATION ST OUANTITY 150,000 8A OUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL JHKINLEY CAPEHART MODE RECEIPT% FSII SDA CI REQUIRED REQUIRED REQUIRED TRUCK SPLC LOCATION LINE ITEM DODAAC ST 0066 W54CJ8 534580000 IA ARNG AASF#3 DAVENPORT QUANTITY 170,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL JHKINLEY CAPEHART MODE RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED REQUIRED

ST LINE ITEM DODAAC SPLC LOCATION 0067 W81T3B 532730000 IA NG WATERLOO ΙA QUANTITY 75,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL JHKINLEY CAPEHART RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED REQUIRED ST LINE ITEM DODAAC SPLC LOCATION W55C6H 581740250 FORT LEAVENWORTH KS QUANTITY 110,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL JHKINLEY CAPEHART RECEIPT% FSII SDA CI REQUIRED REQUIRED REQUIRED TRUCK SPLC LINE ITEM DODAAC LOCATION ST 585234250 FORT RILEY **0069** W55VZL KS QUANTITY 2,200,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL JHKINLEY CAPEHART MODE RECEIPT% FSII SDA CI REQUIRED REQUIRED REQUIRED TRUCK SPLC LINE ITEM DODAAC LOCATION ST 0070 FP6271 553900240 NE ANG LINCOLN NEQUANTITY 3,800,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL JHKINLEY CAPEHART MODE RECEIPT% FSII SDA CI REQUIRED REQUIRED REQUIRED TRUCK DLVY HOURS 0700-1600 TUES-FRI LINE ITEM DODAAC SPLC LOCATION ST **0071** FP4600 553453240 OFFUTT AFB NE OUANTITY 18,000,000 8A OUANTITY 0 SA OUANTITY 9,000,000 ** END USER CAN BE SUPPLIED THROUGH TERMINAL JHKINLEY CAPEHART

PIPELINE PUMPING RATE 500 BHP

PIPE

PIPELINE ORIGINATES AT KINLEY PIPELINE TERMINAL

MODE RECEIPT% FSII SDA CI

TRUCK REQUIRED REQUIRED REQUIRED

NONE

COMMERCIAL TANK TRUCKS MUST BE EQUIPPED WITH ON BOARD AUXILARY PUMPS

NONE

REQUIRED

LINE ITEM DODAAC	S	PLC L	OCATION	ST
QUANTITY 3,100,000 IN ADDITION, THOSE QUANTITY BE EVALUATED/AWARI MODE RECEIPTS	8A QUANTIT ANTITIES AVAI DED THROUGH D % FSII	Y 0 SA QUANTITY LABLE AT ELS JE'	Γ	SD
LINE ITEM DODAAC	S	PLC L	OCATION	ST
QUANTITY 3,100,000 8A ** END USER CAN BE	QUANTITY 0 S SUPPLIED THRO & FSII REQUIRED	A QUANTITY 0 UGH TERMINAL DF:		SD
LINE ITEM DODAAC		PLC L	OCATION	ST
	_	<u> </u>		
O074 UY7306 QUANTITY 17,500,000 MODE RECEIPTS PIPE	8A QUANTI % FSII		У 0	SD
LINE ITEM DODAAC	S	PLC L	OCATION	ST
QUANTITY 17,500,000 82 ** END USER CAN BE 3 DFSP SIOUX FALLS MAY 2 INCLUDES 140,000 USG 1 MODE RECEIPTS PIPE	A QUANTITY 0 SUPPLIED THRO ALSO SUPPORT FOR NG RAPID % FSII	UGH TERMINAL EL: ELLSWORTH AFB CITY	750,000 S JET RAPID CITY	SD
PIPELINE PUMPING RATE TRUCK		TO THE BASE IS REQUIRED REQUI		
LINE ITEM DODAAC	S	PLC LO	OCATION	ST
O076 UY7021 QUANTITY 51,075,000 MODE RECEIPTS PIPE	8A QUANTI FSII NONE	40270 DFSP TY 0 SA QUANTIT SDA CI NONE REQUI	RED	ND
		11201		

ST LINE ITEM DODAAC LOCATION SPLC 0077 FP6232 500900240 ANG DULUTH IAP MN QUANTITY 2,400,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP GRAND FORKS 0800-2000 MON -FRI RECEIPT% FSII SDA CI MODE TRUCK REQUIRED REQUIRED REQUIRED SPLC LINE ITEM DODAAC LOCATION ST 504567240 MIN ST PAUL IAP 0078 FP6633 MN QUANTITY 4,000,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP GRAND FORKS MODE RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED REQUIRED SPLC LINE ITEM DODAAC LOCATION ST 502811251 MN ARNG CAMP RIPLEY W57LVB MN QUANTITY 50,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP GRAND FORKS RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED REQUIRED LINE ITEM DODAAC SPLC LOCATION ST W5ASU9 515980251 AASF MAP BISMARCK ND QUANTITY 120,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP GRAND FORKS MODE RECEIPT% FSII SDA CI REQUIRED REQUIRED TRUCK LINE ITEM DODAAC SPLC LOCATION ST 514640240 ANG HECTOR APT **0081** FP6341 ND QUANTITY 2,500,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP GRAND FORKS RECEIPT% FSII SDA CI TRUCK REOUIRED REOUIRED REOUIRED

LOCATION ST LINE ITEM DODAAC SPLC 0082 FP4659 511767240 GRAND FORKS AFB ND QUANTITY 17,000,000 8A QUANTITY 0 SA QUANTITY 10,200,000 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP GRAND FORKS RECEIPT% FSII SDA PIPE NONE NONE REOUIRED PIPELINE ORIGINATE AT DFSP GRAND FORKS ND. TRUCK NONE NONE REQUIRED LINE ITEM DODAAC SPLC LOCATION ST 513673240 MINOT AFB TATMAN FP4528 QUANTITY 14,000,000 8A QUANTITY 0 SA QUANTITY 7,000,000 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP GRAND FORKS MODE RECEIPT% FSII SDA CI REQUIRED REQUIRED REQUIRED TRUCK LINE ITEM DODAAC SPLC ST LOCATION FP6492 338500240 115TH FIGHTER WING WΤ QUANTITY 2,900,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP GRAND FORKS MODE RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED REQUIRED LINE ITEM DODAAC SPLC LOCATION ST 336000240 AFRES GEN MITCH **0085** FP6605 WΙ QUANTITY 2,000,000 8A QUANTITY 0 SA QUANTITY 1,000,000 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP GRAND FORKS MODE RECEIPT% FSII SDA TRUCK REQUIRED REQUIRED REQUIRED LINE ITEM DODAAC SPLC LOCATION ST 0086 W5CKLH 333354000 ARNG STATE TRAINING AREA WΙ QUANTITY 50,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP GRAND FORKS RECEIPT% FSII SDA CI REQUIRED REQUIRED REQUIRED TRUCK

LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 600,000 8A QUA ** END USER CAN BE SU MODE RECEIPT% TRUCK	PPLIED THROUGH TERMI	0 NAL DFSP GRAND FORKS CI	WI
LINE ITEM DODAAC	SPLC	LOCATION	ST
O088 FP6491 QUANTITY 4,000,000 8A Q ** END USER CAN BE SU MODE RECEIPT% TRUCK	UANTITY 0 SA QUANTIT PPLIED THROUGH TERMI	NAL DFSP GRAND FORKS CI	WI
LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 1,400,000 8A Q ** END USER CAN BE SU	PPLIED THROUGH TERMI FSII SDA REQUIRED REQUIRED DESTINATION OFFERS	Y 700,000 NAL DFSP GRAND FORKS CI REQUIRED iver to Grand Forks	WI
LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 55,000 8A QUAN ** END USER CAN BE SU MODE RECEIPT% TRUCK	PPLIED THROUGH TERMI	NAL DFSP GRAND FORKS CI	WI
LINE ITEM DODAAC	SPLC	LOCATION	ST
0091FP6061QUANTITY5,800,000***MODERECEIPT%TRUCK	8A QUANTITY 5,220,0	CI	co

LINE ITEM	DODAAC	SPLC	LOCATION	ST
QUANTITY 3,0	000,000 ***	746693250 8A QUANTITY 2,700, FSII SDA REQUIRED REQUIRE	000 SA QUANTITY 0	CO
LINE ITEM	DODAAC	SPLC	LOCATION	ST
QUANTITY 5,5	500,000 ***	746672240 8A QUANTITY 4,950, FSII SDA REQUIRED REQUIRED	000 SA QUANTITY 0	CO
LINE ITEM	DODAAC	SPLC	LOCATION	ST
QUANTITY 55,	,000 *** 8A RECEIPT%	746655240 QUANTITY 0 SA QUAN FSII SDA REQUIRED REQUIREI	TITY 0 CI	CO
LINE ITEM			LOCATION	ST
QUANTITY 1,7 INCLUDES 200	700,000 ***),000 USG FO RECEIPT%	729180241 8A QUANTITY 1,530, R FE WARREN FSII SDA REQUIRED REQUIREI	000 SA QUANTITY 0	$\overline{ ext{WY}}$
LINE ITEM	DODAAC	SPLC	LOCATION	ST
QUANTITY 50, MODE TRUCK	,000 *** 8A RECEIPT%	728119250 QUANTITY 45,000 SA FSII SDA REQUIRED REQUIRED OMITTED FROM RFP SO	A QUANTITY 0 CI D REQUIRED	Y WY

SUPPLIES TO BE OFFERED (DOMESTIC BULK) JP8 Rocky Mountain ESCALATOR JP8 Rocky Mnt

LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 19,475,000	762720240 8A QUANTITY 0 SA Q FSII SDA NONE NONE		UT
TRUCK	REQUIRED REQUIRED	REQUIRED	
LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 19,000,000 8A ** END USER CAN BE SU		TY 14,250,000 NAL HILL AFB CI NONE	UT
LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 50,000 8A QUAN ** END USER CAN BE SU	TITY 0 SA QUANTITY 0 PPLIED THROUGH TERMI	DUGWAY PROV GRD NAL HILL AFB CI	UT
LINE ITEM DODAAC	SPLC	LOCATION	ST
0104 W67K3G QUANTITY 425,000 8A QUA ** END USER CAN BE SU	762981000 NTITY 0 SA QUANTITY	UT ARNG WT JORDAN 0 NAL HILL AFB CI	ST UT
O104 W67K3G QUANTITY 425,000 8A QUA ** END USER CAN BE SU MODE RECEIPT%	762981000 NTITY 0 SA QUANTITY PPLIED THROUGH TERMI FSII SDA	UT ARNG WT JORDAN 0 NAL HILL AFB CI	
O104 W67K3G QUANTITY 425,000 8A QUA ** END USER CAN BE SU MODE RECEIPT% TRUCK LINE ITEM DODAAC	762981000 NTITY 0 SA QUANTITY PPLIED THROUGH TERMI: FSII SDA REQUIRED REQUIRED SPLC 838830240	UT ARNG WT JORDAN O NAL HILL AFB CI REQUIRED LOCATION GOWEN FLD	UT
O104 W67K3G QUANTITY 425,000 8A QUA ** END USER CAN BE SU MODE RECEIPT% TRUCK LINE ITEM DODAAC O105 FP6112 QUANTITY 4,000,000 *** MODE RECEIPT%	762981000 NTITY 0 SA QUANTITY PPLIED THROUGH TERMI: FSII SDA REQUIRED REQUIRED SPLC 838830240 8A QUANTITY 0 SA QUESSII SDA	UT ARNG WT JORDAN O NAL HILL AFB CI REQUIRED LOCATION GOWEN FLD ANTITY 2,000,000 CI NONE	UT ST
O104 W67K3G QUANTITY 425,000 8A QUA ** END USER CAN BE SU MODE RECEIPT% TRUCK LINE ITEM DODAAC O105 FP6112 QUANTITY 4,000,000 *** MODE RECEIPT% PIPE	762981000 NTITY 0 SA QUANTITY PPLIED THROUGH TERMI: FSII SDA REQUIRED REQUIRED SPLC 838830240 8A QUANTITY 0 SA QUESSII SDA NONE NONE	UT ARNG WT JORDAN O NAL HILL AFB CI REQUIRED LOCATION GOWEN FLD ANTITY 2,000,000 CI NONE	UT ST
O104 W67K3G QUANTITY 425,000 8A QUA ** END USER CAN BE SU MODE RECEIPT% TRUCK LINE ITEM DODAAC O105 FP6112 QUANTITY 4,000,000 *** MODE RECEIPT% PIPE TRUCK	762981000 NTITY 0 SA QUANTITY PPLIED THROUGH TERMIS FSII SDA REQUIRED REQUIRED SPLC 838830240 8A QUANTITY 0 SA QUESTI SDA NONE NONE REQUIRED REQUIRED SPLC 838578240 * 8A QUANTITY 0 SA QUESTI SDA	UT ARNG WT JORDAN O NAL HILL AFB CI REQUIRED LOCATION GOWEN FLD ANTITY 2,000,000 CI NONE REQUIRED LOCATION MOUNTAIN HOME AFB UANTITY 12,750,000 CI NONE	UT ST ID

SUPPLIES TO BE OFFERED (DOMESTIC BULK) JP8 Rocky Mountain ESCALATOR JP8 Rocky Mnt

LINE ITEM DODAAC	SPLC	LOCATION	ST
O107 FP4626 QUANTITY 200,000 *** 8FMODE RECEIPT% TRUCK	QUANTITY 0 SA QUANT	CITY 150,000 CI	MT
LINE ITEM DODAAC	SPLC	LOCATION	ST
O108 W81JKX QUANTITY 200,000 *** 888 MODE RECEIPT% TRUCK	QUANTITY 0 SA QUANT	CITY 0	MT
LINE ITEM DODAAC	SPLC	LOCATION	ST
O109 FP6261 QUANTITY 2,700,000 *** MODE RECEIPT% TRUCK	8A QUANTITY 0 SA QUA	ANTITY 1,485,000 CI	MT
LINE ITEM DODAAC	SPLC	LOCATION	ST

LINE ITEMS 111 - 200 OMITTED FROM RFP SCHEDULE

SUPPLIES TO BE OFFERED (DOMESTIC BULK) JP8 West Coast ESCALATOR JP8 West Coast

LINE ITEM DODAAC SPLC LOCATION ST **0201** UY7065
 0201
 UY7065
 778152270
 DFSP ALAMORGORDO

 QUANTITY 56,100,000
 8A QUANTITY 0 SA QUANTITY 0
 NM MODE RECEIPT% FSII SDA CI
PIPE NONE NONE REQ REQUIRED SPLC LOCATION LINE ITEM DODAAC ST 0202 FP4855 773466240 CANNON AFB NMQUANTITY 15,000,000 8A QUANTITY 0 SA QUANTITY 13,500,000 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP ALAMORGORDO MODE RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED REQUIRED LINE ITEM DODAAC SPLC LOCATION ST 0203 FP4801 778144240 HOLLOMAN AFB NMQUANTITY 26,000,000 8A QUANTITY 0 SA QUANTITY 23,400,000 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP ALAMORGORDO MODE RECEIPT% FSII SDA CI PIPE NONE NONE REC REOUIRED 100% REQUIRED REQUIRED REQUIRED TRUCK MAX DELIVERY OF 128,770 USG PER DAY MAY BE RECEIVED BY TRUCK LINE ITEM DODAAC SPLC ST 774900240 KIRTLAND AFB **0204** FP4469 NM QUANTITY 14,000,000 8A QUANTITY 0 SA QUANTITY 12,600,000 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP ALAMORGORDO INCLUDES 60,000 USG FOR TRUTH AND CONSEQUENCES MODE RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED REQUIRED SPLC LOCATION LINE ITEM DODAAC ST **0205** W45NSU 696900250 FT BLISS TXQUANTITY 1,100,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP ALAMORGORDO MODE RECEIPT% FSII SDA CI REQUIRED REQUIRED REQUIRED TRUCK

SUPPLIES TO BE OFFERED (DOMESTIC BULK) JP8 West Coast ESCALATOR JP8 West Coast

ST LINE ITEM DODAAC SPLC LOCATION **0206** FP4877
 0206
 FP4877
 799000240A
 DAVIS MONTHAN AFB

 QUANTITY 52,550,000
 8A QUANTITY 0 SA QUANTITY 0
 AZ MODE RECEIPT% FSII SDA CI PIPE NONE NONE REC REQUIRED TRUCK 13% REQUIRED REQUIRED REQUIRED CAR 64% REQUIRED REQUIRED REQUIRED CAR MODE RESTRICTED TO DESTINATION OFFERS SPLC LOCATION LINE ITEM DODAAC ST FP4877 799000240A DAVIS MONTHAN AFB 0207 AΖ QUANTITY 28,000,000 8A QUANTITY 0 SA QUANTITY 25,200,000 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DAVIS MONTHAN AFB Includes 325,000 USG for Gila Bend RECEIPT% FSII SDA CI NONE NONE REQUIRED MODE: PIPE 23% REQUIRED REQUIRED REQUIRED TRUCK CAR REQUIRED REQUIRED REQUIRED SPLC ST LINE ITEM DODAAC LOCATION 0208 W81D55 OUANTITY 725,000 8A OUANTITY 0 SA OUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DAVIS MONTHAN AFB MODE RECEIPT% FSII SDA CI REQUIRED REQUIRED REQUIRED TRUCK SPLC LOCATION LINE ITEM DODAAC ST 0209 W61LQC 797000251 AASF#1 PHOENIX AZQUANTITY 125,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DAVIS MONTHAN AFB MODE RECEIPT% FSII SDA CI REQUIRED REQUIRED REQUIRED TRUCK SPLC LOCATION LINE ITEM DODAAC ST 799101240 ANG TUCSON FP6022 AZQUANTITY 15,000,000 8A QUANTITY 0 SA QUANTITY 11,250,000 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DAVIS MONTHAN AFB DLVY HRS: 0500 - 1500 MON-FRI MAY-SEP 0700-1500 MON-FRI, OCT-APR RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) JP8 West Coast ESCALATOR JP8 West Coast

LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 1,800,000 8A QU ** END USER CAN BE SU		Y 0 NAL DAVIS MONTHAN AFB CI	ĀZ
LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 500,000 8A QUANTITY SUBJECT OF SUBJ	NTITY 0 SA QUANTITY	NAL DAVIS MONTHAN AFB CI	AZ
LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 5,000,000 8A QUANTITY 5,000,000 BE SUI		Y 3,750,000 NAL DAVIS MONTHAN AFB CI	AZ
LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 1,400,000 8A QUANTITY 1,400,000 BE SU	UANTITY 0 SA QUANTIT	NAL DAVIS MONTHAN AFB CI	ĀZ
LINE ITEM DODAAC	SPLC	LOCATION	ST
0215 FP4887 QUANTITY 53,000,000 ** MODE RECEIPT% PIPE TRUCK	8A QUANTITY 0 SA Q FSII SDA	UANTITY 33,920,000 CI REQUIRED	ĀZ

SUPPLIES TO BE OFFERED (DOMESTIC BULK) JP8 West Coast ESCALATOR JP8 West Coast

LOCATION LINE ITEM DODAAC ST SPLC **0216** UY7121 883251271 DFSP SAN PEDRO CA QUANTITY 28,400,000 8A QUANTITY 0 SA QUANTITY 0 IN ADDITION, ALL QUANTITIES AT DFSP NORWALK MAY BE EVALUATED/AWARDED THROUGH DFSP SAN PEDRO RECEIPT% FSII SDA NONE NONE MODE CI REQUIRED TANKER NONE NONE NONE REQUIRED BARGE NONE NONE REQUIRED PIPE LINE ITEM DODAAC SPLC LOCATION ST W62XCH 887129250 AF RESERVE CNTR 0217 CA QUANTITY 500,000 8A QUANTITY 0 SA QUANTITY 450,000 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SAN PEDRO MODE RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED REQUIRED LINE ITEM DODAAC SPLC LOCATION ST 883000073 AIR OPER DIV PACOIMA 129AKQ CA QUANTITY 250,000 8A QUANTITY 0 SA QUANTITY 225,000 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SAN PEDRO RECEIPT% FSII SDA TRUCK REQUIRED REQUIRED REQUIRED LINE ITEM DODAAC SPLC LOCATION ST **0219** EY1443 883517000 CABACO, INC. PALMDALE CA OUANTITY 1,000,000 8A OUANTITY 0 SA OUANTITY 900,000 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SAN PEDRO MODE RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED REQUIRED LINE ITEM DODAAC SPLC LOCATION ST 884196240 CHANNEL IS ANG FP6043 CAOUANTITY 2,300,000 8A OUANTITY 0 SA OUANTITY 2,070,000 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SAN PEDRO MODE RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED REQUIRED

DLVY HOURS 0700-1600 TUE-FRI

SUPPLIES TO BE OFFERED (DOMESTIC BULK) JP8 West Coast ESCALATOR JP8 West Coast

LINE ITEM DODAAC SPLC LOCATION ST **0221** W81G53 880180250 FORT IRWIN CA QUANTITY 6,000,000 8A QUANTITY 0 SA QUANTITY 5,400,000 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SAN PEDRO RECEIPT% FSII SDA CI REQUIRED REQUIRED REQUIRED TRUCK LINE ITEM DODAAC SPLC LOCATION ST 0222 N63126 884196290 NAS PT MUGU CA QUANTITY 8,000,000 8A QUANTITY 0 SA QUANTITY 7,200,000 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SAN PEDRO MODE RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED REQUIRED LINE ITEM DODAAC SPLC LOCATION ST 0223 N60530 881113290 NWC CHINA LAKE CA QUANTITY 8,000,000 8A QUANTITY 0 SA QUANTITY 7,200,000 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SAN PEDRO MODE RECEIPT% FSII SDA CI REQUIRED REQUIRED REQUIRED TRUCK ST LINE ITEM DODAAC SPLC LOCATION 0224 N39955 881184000 TRACOR FLIGHT SYS CA QUANTITY 50,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SAN PEDRO MODE RECEIPT% FSII SDA CI REQUIRED REQUIRED REQUIRED TRUCK SPLC LOCATION LINE ITEM DODAAC ST 0225 FP4610 885116240 VANDENBURG AFB CA QUANTITY 900,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SAN PEDRO MODE RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED REQUIRED DLVY HOURS 0700-1400 MON-FRI SPLC LINE ITEM DODAAC LOCATION ST 869132240 INDIAN SPRINGS FP4817 NVQUANTITY 1,400,000 8A QUANTITY 1,260,000 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SAN PEDRO MODE RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) JP8 West Coast ESCALATOR JP8 West Coast

LINE ITEM DODAAC	SPLC	LOCATION	ST
0227 UY7030 QUANTITY 102,500,000 MODE RECEIPT% PIPE		DFSP NORWALK SA QUANTITY 0 CI REQUIRED	CA
LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 23,000,000 8A ** END USER CAN BE S	QUANTITY 0 SA QUA UPPLIED THROUGH TE FSII SDA		CA
TRUCK	REQUIRED REQUI	RED REQUIRED	
LINE ITEM DODAAC	SPLC 		ST ————————————————————————————————————
QUANTITY 15,500,000 8A ** END USER CAN BE S MODE RECEIPT% PIPE	UPPLIED THROUGH TE FSII SDA		
TRUCK	REQUIRED REQUI	RED REQUIRED	
LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 64,000,000 8A ** END USER CAN BE S	UPPLIED THROUGH TE FSII SDA	ANTITY 14,080,000 ERMINAL DFSP NORWALK CI REQUIRED	NV
LINE ITEM DODAAC 0231 UY7031 QUANTITY 108,675,000		SA QUANTITY 0	ST CA
IN ADDITION TO SELBY Q MOFFETT CAN BE SUPPORT MODE RECEIPT% PIPE TANKER BARGE	ED FROM DFSP SELBY	PPL) NORTH LINE SPARKS, CI REQUIRED REQUIRED REQUIRED	NV AND DFSP

SUPPLIES TO BE OFFERED (DOMESTIC BULK) JP8 West Coast ESCALATOR JP8 West Coast

LINE ITEM DODAAC SPLC LOCATION ST 0232 W62M5K 882121250 ARNG CAMP ROBERTS CA QUANTITY 125,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SELBY MODE RECEIPT% FSII SDA CI REQUIRED REQUIRED REQUIRED TRUCK PRODUCT WILL BE OFFLOADED INTO A TRAILER OR A BLADDER SPLC LOCATION ST LINE ITEM DODAAC 0233 FP4686 873270240 BEALE AFB CA QUANTITY 4,000,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SELBY MODE RECEIPT% FSII SDA CI PTPE NONE NONE REOUIRED REQUIRED REQUIRED REQUIRED TRUCK ST CA QUANTITY 200,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SELBY MODE RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED REQUIRED LINE ITEM DODAAC SPLC

TIY7301 876738000 DFSP MOFFETT FLD

TO SA OUANTITY 0 ST CA ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SELBY MODE RECEIPT% FSII SDA CI REQUIRED REQUIRED REQUIRED TRUCK INCLUDES PRODUCT FOR THE NAVY/AIR FORCE AND NASA LINE ITEM DODAAC SPLC LOCATION ST 0236 699166 874430000B FAA SACRAMENTO CA QUANTITY 100,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SELBY MODE RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED REQUIRED SPLC LOCATION LINE ITEM DODAAC ST CA QUANTITY 3,600,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP SELBY MODE RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED REQUIRED DLVY HRS: 0730 - 2000 MON-FRI

SUPPLIES TO BE OFFERED (DOMESTIC BULK) JP8 West Coast ESCALATOR JP8 West Coast

LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 200,000 8A QUANTITY END USER CAN BE SU) NAL DFSP SELBY CI	CA
LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 6,000,000 8A QUANTITY 6,000,000 8A QUANTITY 6,000,000 8A QUANTITY 6,000,000 8A QUANTITY CAN BE SUITA	PPLIED THROUGH TERMIN	Y 0 NAL DFSP SELBY CI	CA
LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 250,000 8A QUANTITY 250,000 RECEIPT%	PPLIED THROUGH TERMIN) NAL DFSP SELBY CI	CA
LINE ITEM DODAAC	SPLC	LOCATION	ST
O241 FP4427 QUANTITY 90,000,000 8A 0 ** END USER CAN BE SUMODE RECEIPT% PIPE TRUCK	PPLIED THROUGH TERMIN FSII SDA	TY 0 NAL DFSP SELBY CI REQUIRED	CA
LINE ITEM DODAAC	SPLC	LOCATION	ST
O242 UY7078 QUANTITY 34,100,000 MODE RECEIPT% PIPE	8A QUANTITY 0 SA QU FSII SDA	KM (SFPPL) NORTH LN SPKS UANTITY 0 CI REQUIRED	NV
LINE ITEM DODAAC O243 W62G2W QUANTITY 20,000 8A QUANT ** END USER CAN BE SUITED MODE RECEIPT% TRUCK	PPLIED THROUGH TERMIN	NAL KM (SFPPL) NORTH LN SPKS CI	ST — CA

SUPPLIES TO BE OFFERED (DOMESTIC BULK) JP8 West Coast ESCALATOR JP8 West Coast

LINE ITEM DODAAC SPLC LOCATION ST 0244 W65KUJ 864190250 AASF STEAD AFB NV QUANTITY 480,000 8A QUANTITY 432,000 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL KM (SFPPL) NORTH LN SPKS RECEIPT% FSII SDA CI REQUIRED REQUIRED REQUIRED TRUCK LINE ITEM DODAAC SPLC LOCATION ST FP6281 864170240 ANG RENO MAP NVQUANTITY 1,600,000 8A QUANTITY 1,440,000 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL KM (SFPPL) NORTH LN SPKS MODE RECEIPT% FSII SDA CI REQUIRED REQUIRED REQUIRED TRUCK SPLC LINE ITEM DODAAC LOCATION ST 0246 N60495 865185290 NAS FALLON QUANTITY 32,000,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL KM (SFPPL) NORTH LN SPKS MODE RECEIPT% FSII SDA CI PIPE NONE NONE REC REOUIRED REQUIRED REQUIRED REQUIRED TRUCK LINE ITEM DODAAC SPLC LOCATION ST
 0247
 UY7318
 853470000
 DFSP PORTLAND OR
 OR

 QUANTITY 39,770,000
 8A QUANTITY 0 SA QUANTITY 0
 OR
 MODE RECEIPT% FSII SDA CI BARGE NONE NONE REQUIRED NONE NONE REQUIRED TANKER LINE ITEM DODAAC SPLC LOCATION ST 0248 Z20285 871702260 CGAS HUMBOLT CA OUANTITY 150,000 8A OUANTITY 135,000 SA OUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PORTLAND OR MODE RECEIPT% FSII SDA CI REQUIRED REQUIRED REQUIRED TRUCK SPLC LOCATION LINE ITEM DODAAC ST Z20276 858734260 CGAS NORTH BEND CA QUANTITY 55,000 8A QUANTITY 49,500 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PORTLAND OR MODE RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) JP8 West Coast ESCALATOR JP8 West Coast

LINE ITEM	DODAAC	SPLC	LOCATION	ST
	,600,000 8A Q SER CAN BE SU RECEIPT%	857681240 UANTITY 3,240,000 SA PPLIED THROUGH TERMIN FSII SDA REQUIRED REQUIRED	QUANTITY 0 NAL DFSP PORTLAND CI	OR CA
LINE ITEM	DODAAC	SPLC	LOCATION	ST
	50,000 8A QUA SER CAN BE SU RECEIPT%	851160250 NTITY 135,000 SA QUAN PPLIED THROUGH TERMIN FSII SDA REQUIRED REQUIRED	NTITY 0 NAL DFSP PORTLAND CI	
LINE ITEM	DODAAC	SPLC	LOCATION	ST
	,200,000 8A Q SER CAN BE SU	853470240 UANTITY 6,480,000 SA PPLIED THROUGH TERMIN FSII SDA REQUIRED REQUIRED	QUANTITY 0 NAL DFSP PORTLAND CI	OR OR
LINE ITEM	DODAAC	SPLC	LOCATION	ST
QUANTITY 3 ** END U	0,000 8A QUAN SER CAN BE SU RECEIPT%	853250250 FITY 27,000 SA QUANTI PPLIED THROUGH TERMIN FSII SDA REQUIRED REQUIRED	ITY 0 NAL DFSP PORTLAND CI	OR OR
LINE ITEM	DODAAC	SPLC	LOCATION	ST
	0,000 8A QUAN	853732250 FITY 18,000 SA QUANTE PPLIED THROUGH TERMIN FSII SDA REQUIRED REQUIRED	ITY 0 NAL DFSP PORTLAND CI	
LINE ITEM	DODAAC	SPLC	LOCATION	ST
		855318000 TITY 36,000 SA QUANTI PPLIED THROUGH TERMIN FSII SDA REQUIRED REQUIRED	NAL DFSP PORTLAND CI	

SUPPLIES TO BE OFFERED (DOMESTIC BULK) JP8 West Coast ESCALATOR JP8 West Coast

LINE ITEM DODAAC SPLC LOCATION ST 0256 Z20195 853235260 CGAS ASTORIA OR QUANTITY 325,000 8A QUANTITY 292,500 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PORTLAND OR MODE RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED REQUIRED LINE ITEM DODAAC SPLC LOCATION ST 0257 W66MRZ 854150251 OR NG AASF SALEM OR QUANTITY 200,000 8A QUANTITY 180,000 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PORTLAND OR MODE RECEIPT% FSII SDA CI TRUCK REQUIRED REQUIRED REQUIRED LINE ITEM DODAAC SPLC LOCATION ST 0258 FP4620 840558240 FAIRCHILD AFB WA OUANTITY 28,000,000 8A OUANTITY 0 SA OUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PORTLAND OR MODE RECEIPT% FSII SDA CI PIPE NONE NONE REOUIRED TRUCK REQUIRED REQUIRED REQUIRED SPLC LOCATION LINE ITEM DODAAC ST 0259 N00406 845459290 DFSP PUGET SOUND QUANTITY 50,835,000 8A QUANTITY 0 SA QUANTITY 0 WA MODE RECEIPT% FSII SDA CI TANKER NONE NONE REQUIRED BARGE NONE NONE REQUIRED SPLC LOCATION LINE ITEM DODAAC ST 0260 W81BTY 846177250 FORT LEWIS WA QUANTITY 2,500,000 8A QUANTITY 2,250,000 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PUGET SOUND MODE RECEIPT% FSII SDA CI REQUIRED REQUIRED REQUIRED TRUCK SPLC LOCATION LINE ITEM DODAAC ST WA QUANTITY 32,000,000 8A QUANTITY 0 SA QUANTITY 27,520,000 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PUGET SOUND MODE RECEIPT% FSII SDA CI REQUIRED REQUIRED REQUIRED PIPE PIPE MODE RESTRICTED TO DESTINATION OFFERS REQUIRED REQUIRED REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) JP8 West Coast ESCALATOR JP8 West Coast

LINE TEM DODAAC	SPLC	LOCATION	ST
QUANTITY 15,000,000 8A Q ** END USER CAN BE SUP	PLIED THROUGH TERMI	SA QUANTITY 0 NAL DFSP PUGET SOUND	WA
MODE RECEIPT% PARCEL BARGE	FSII SDA REQUIRED REQUIRED	CI MAX PARCEL REQUIRED 10,000 BBLS	MIN
LINE ITEM DODAAC	SPLC	LOCATION	ST
	TITY 31,500 SA QUANT	TITY 0 NAL DFSP PUGET SOUND CI	WA
LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 1,300,000 8A QU ** END USER CAN BE SUP MODE RECEIPT%	ANTITY 1,170,000 SA PLIED THROUGH TERMI	NAL DFSP PUGET SOUND CI	WA

LINE ITEMS 265 - 300 OMITTED FROM RFP SCHEDULE

SUPPLIES TO BE OFFERED (DOMESTIC BULK) JP8 Off Shore ESCALATOR JP8 West Coast

ST LINE ITEM DODAAC SPLC LOCATION

0301 N00604
 0301
 N00604
 890510000A
 DFSP PEARL HARBOR

 QUANTITY 55,500,000
 8A QUANTITY 0 SA QUANTITY 0
 HI

MODE RECEIPT% FSII SDA CI REOUIRED

REQUIRED NONE REQUIRED BARGE

PTPE REQUIRED REQUIRED REQUIRED

SPLC LOCATION LINE ITEM DODAAC ST

890510240 HICKAM AFB FP5260 ΗI

QUANTITY 55,500,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PEARL HARBOR PRODUCT PROCURED FOR HICHAM MUST GO THROUGH DFSP PEARL HARBOR AND MUST CONTAIN

FSII PL DLVY HRS: 0001 -24000 SUN -SAT; PIPELINE IS OPERATIONAL TWENTY-FOUR HOURS/DAY

MODE RECEIPT% FSII SDA

REQUIRED REQUIRED REQUIRED PIPE

PIPE LINE ORIGINATES AT DFSP PEARL HARBOR.

SPLC LINE ITEM DODAAC LOCATION ST

0303 UY7312 810100000A ANCHORAGE ΑK

MODE RECEIPT% FSII SDA CI

TANKER REOUIRED REOUIRED REOUIRED

REQUIRED REQUIRED REQUIRED PIPE

OFFERORS NOT CONNECTED TO THE PIPELINE MAY DELIVER BY BARGE INTO THE PIPELINE. THE DELIVERY POINT WILL BE INTO THE GOVERNMENT TANKS AT DFSP

ANCHORAGE.

50% REQUIRED NONE REQUIRED CAR

CAR MODE RESTRICTED TO DESTINATION OFFERS

LINE ITEM DODAAC SPLC LOCATION ST

0304 FP5000 810102240 ELMENDORF AFB ΑK

QUANTITY 55,000,000 8A QUANTITY 0 SA QUANTITY 36,850,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP ANCHORAGE

RECEIPT% FSII SDA CI

PIPE REQUIRED REQUIRED REQUIRED

PIPELINE ORIGINATES AT DFSP ANCHORAGE

SUPPLIES TO BE OFFERED (DOMESTIC BULK) JP8 Off Shore ESCALATOR JP8 West Coast

LINE ITEM DODAAC SPLC LOCATION ST

0305 FP6520 810100000B KULIS ANGB AK

QUANTITY 2,500,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP ANCHORAGE

MODE RECEIPT% FSII SDA CI

TRUCK 100% REQUIRED REQUIRED REQUIRED

LINE ITEM DODAAC SPLC LOCATION ST

0306 FP5004 819230240 EIELSON AFB AK

QUANTITY 17,750,000 *** 8A QUANTITY 0 SA QUANTITY 11,892,500

SUGGESTED MONTHLY PRORATA;

OCT/NOV - 3,487,500 USG/MO

DEC - 1,500,000 USG

JAN - 1,000,000 USG;

FEB - 1,300,000 USG;

MAR/APR - 3,487,500 USG/MO

PIPE REQUIRED REQUIRED REQUIRED

TRUCK REOUIRED REOUIRED REOUIRED

DATE EXCEPTIONS

BEGINNING ORDER DATE ENDING ORDER DATE BEGINNING DELIVERY DATE ENDINING

REOUIRED REOUIRED REOUIRED

DELIVERY

DATE

CAR

09/01/1999 04/30/2000 10/01/1999 04/30/2000

LINE ITEM DODAAC SPLC LOCATION ST

0307 WC1SH5 819000250B FORT WAINWRIGHT AK

QUANTITY 8,250,000 *** 8A QUANTITY 0 SA QUANTITY 0

Anticipated consumption is 75,000 - 150,000

USG/day; based on 109 working days.

Receipt Hours: 0800 - 2200 and all traffic must enter and exit the Badger Road

gate.

MODE RECEIPT% FSII SDA CI

TRUCK REQUIRED REQUIRED REQUIRED

This requirement is actually in support of Eielson AFB.

DATE EXCEPTIONS

BEGINNING ORDER DATE ENDING ORDER DATE BEGINNING DELIVERY DATE ENDINING

DELIVERY

DATE

04/01/1999 09/30/1999 05/01/2000 10/31/2000

LINE ITEMS 308 - 400 OMITTED FROM RFP SCHEDULE

SUPPLIES TO BE OFFERED (DOMESTIC BULK) JP8 Closed Ports ESCALATOR JP8 West Coast

SP0600-99-R-0161

LINE ITEM DODAAC SPLC LOCATION ST

0401 FP5060 818145000 GALENA APT AK

QUANTITY 815,000 *** 8A QUANTITY 0 SA QUANTITY 0 MODE RECEIPT% FSII SDA CI

BARGE REQUIRED REQUIRED

BARGE ORIGINATES AT NENANA, AK OFFERORS MAY ALSO OFFER TO SUPPLY THIS REQUIREMENT BY TT ORIGIN AT THEIR FACILITY OR BY TT AT NENANA DURING THE PERIOD 1 JUN 00-30 SEP 00.

DATE EXCEPTIONS

BEGINNING ORDER DATE ENDING ORDER DATE BEGINNING DELIVERY DATE ENDINING

DELIVERY DATE

05/01/2000 09/30/2000 06/01/2000 10/30/2000

LINE ITEMS 402 - 500 OMITTED FROM RFP SCHEDULE

JET TURBINE JET, JP4 2.2B JET B WITH ADDITIVES, NSN: 9130-00-256-8613 OR NSN 9130-01-234-1737 JET B WITH ADDITIVES, JAB 2.2B

PURCHASE REQUEST NO. SC0600-99-0104 PURCHASE REQUEST NO. SC0600-99-0104

JP4 REQUIREMENT TOTALS ARE AS FOLLOWS

TOTAL SET ASIDE 8(A) RESERVATION NON SET ASIDE ANTITY (USG) QUANTITY (USG) QUANTITY (USG) QUANTITY (USG) 1,800,000 0 0 1,800,000 QUANTITY (USG) 1,800,000

1. JET TURBINE JET , NSN: 9130-00-256-8613

2. THE TOTAL ESTIMATED JP4 OUANTITY TO BE PURCHASED IS -- 1,800,000 1,800,000 JP4 Alaska

SUPPLIES TO BE OFFERED (DOMESTIC BULK)

JP4 Alaska ESCALATOR ALASKA JP4

LINE ITEM DODAAC SPLC LOCATION ST

_ ______FP5004 819230240 EIELSON AFB ΑK

QUANTITY 115,000 *** 8A QUANTITY 0 SA QUANTITY 0

PREFERRED PRO RATA: OCT-DEC 13,800 USG/MO; JAN-MAR 22,600 USG/MO; APR-JUN NO CONSUMPTION ANTICIPATED BUT RESERVE THE RIGHT TO AT LEAST ONE TRUCK;

JUL-SEP ANTICIPATED CONSUMPTION IS 5,800 USG.

MODE RECEIPT% FSII SDA CI

TRUCK REQUIRED REQUIRED REQUIRED

LINE ITEM DODAAC SPLC LOCATION ST

810102240 ELMENDORF AFB **0502** FP5000 ΑK

QUANTITY 125,000 *** 8A QUANTITY 0 SA QUANTITY 0

PREFERRED PRO RATA: OCT-DEC 14,000USG/MO; JAN-MAR 17,666 USG/MO; APR-JUN 10,000 USG/MO; JUL-SEP NOT CONSUMPTION ANTICIPATED BUT RESERVE THE RIGHT TO OBTAIN AT LEAST ONE TRUCK/MO.

MODE RECEIPT% FSII SDA CI

TRUCK REQUIRED REQUIRED REQUIRED

LINE ITEM DODAAC SPLC LOCATION ST

819598250 FORT GREELY 0503 WC1SH6 ΑK

QUANTITY 260,000 *** 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI

REQUIRED REQUIRED REQUIRED TRUCK

SUPPLIES TO BE OFFERED (DOMESTIC BULK) SP0600-99-R-0161 JP4 Alaska ESCALATOR Alaska JP4

LINE ITEM DODAAC SPLC LOCATION ST

0504 W81FRU 810155250 FORT RICHARDSON ΑK

QUANTITY 300,000 *** 8A QUANTITY 0 SA QUANTITY 0 MODE RECEIPT% FSII SDA CI

TRUCK REQUIRED REQUIRED REQUIRED

SPLC LOCATION LINE ITEM DODAAC ST

0505 WC1SH5 819000250B FORT WAINWRIGHT ΑK

QUANTITY 1,000,000 *** 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI

TRUCK REQUIRED REQUIRED REQUIRED

PUMP REQUIRED ON TRUCK, 10' HOSE EXTRA, D1 NOZZLE

LINE ITEMS 506 - 700 OMITTED FROM RFP SCHEDULE

JP5, JP5 2.2D

NSN: 9130-00-273-2379

PURCHASE REQUEST NO. SC0600-99-0105

JP5 REQUIREMENT TOTALS ARE AS FOLLOWS

TOTAL SET ASIDE 8(A) RESERVATION NON SET ASIDE QUANTITY (USG) QUANTITY (USG) QUANTITY (USG) 190,725,000 11,490,000 0 179,235,000

1. JP5,

NSN: 9130-00-273-2379

2. THE TOTAL ESTIMATED JP5 QUANTITY TO BE PURCHASED IS -- 190,725,000

JP5 West Coast 152,125,000 JP5 Off Shore 38,600,000

SUPPLIES TO BE OFFERED (DOMESTIC BULK)

JP5 West Coast ESCALATOR JP5 West Coast

LINE ITEM DODAAC SPLC LOCATION ST

0701 N00244 889000296 DFSP PT LOMA CA

QUANTITY 66,800,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI

TANKER REQUIRED NONE REQUIRED

BARGE REQUIRED NONE REQUIRED

PIPE NONE NONE REQUIRED

GOVERNMENT PIPELINE ORIGINATES AT NAS MIRAMAR.

LINE ITEM DODAAC SPLC LOCATION ST

0702 N00244 889000296 DFSP PT LOMA CA

QUANTITY 53,500,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PT LOMA INCLUDES FLT/COAST

GUARD/NAS NORTH ISLAND

MODE RECEIPT% FSII SDA CI

TANKER REQUIRED NONE REQUIRED

BARGE REQUIRED NONE REQUIRED

PIPE NONE NONE REQUIRED

LINE ITEM DODAAC SPLC LOCATION ST

0703 Z20170 889000260 CGAS SAN DIEGO CA

OUANTITY 300,000 8A OUANTITY 0 SA OUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PT LOMA

MODE RECEIPT% FSII SDA CI

TRUCK REQUIRED NONE REQUIRED

SUPPLIES TO BE OFFERED (DOMESTIC BULK) JP5 West Coast ESCALATOR JP5 West Coast

SP0600-99-R-0161

LINE ITEM DODAAC	SPLC	LOCATION	ST
0704 N67604 QUANTITY 1,000,000 8A Q ** END USER CAN BE SU INCLUDES R45411 ASSAULT	UANTITY 0 SA QUANT PPLIED THROUGH TEF CRAFT UNIT FIVE	RMINAL DFSP PT LOMA	CA
MODE RECEIPT% TRUCK	FSII SDA REQUIRED NONE	CI REQUIRED	
LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 12,000,000 8A ** END USER CAN BE SUMODE RECEIPT%	PPLIED THROUGH TEF FSII SDA NONE NONE	TITY 0	CA CFFERED VIA
SAN DIEGO PIPELINE AT M TRUCK	IRAMAR JUNCTION REQUIRED NONE	REQUIRED	
LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 4,000,000 IN ADDITION THE QUANTIT EVALUATED/AWARDED THROUGHOODE RECEIPT% TANKER	8A QUANTITY 0 SA IES AT DFSP NORWAI GH DFSP SAN PEDRO		CA
TK/BG BERTH IS LOCATED . BARGE	AT DFSC PIER LONG NONE NONE	BEACH, CA REQUIRED	
TK/BG BERTH IS LOCATED . PIPE	AT DFSC PIER LONG NONE NONE	BEACH, CA REQUIRED	
LINE TEM DODAAC	SPLC	LOCATION	ST
QUANTITY 900,000 8A QUA	NTITY 0 SA QUANTIT PPLIED THROUGH TEF	RMINAL DFSP SAN PEDRO IN	CA

SUPPLIES TO BE OFFERED (DOMESTIC BULK) JP5 West Coast ESCALATOR JP5 West Coast

SP0600-99-R-0161

SP0600-99-R-0161

SUPPLIES TO BE OFFERED (DOMESTIC BULK) JP5 West Coast ESCALATOR JP5 West Coast

LINE ITEM DODAAC		SPLC	LOCATION	ST
O714 UY7031 QUANTITY 32,675,000 MODE RECEIPT% TANKER	876 8A QUANT FSII NONE	ITY 0 SA Q SDA	DFSP SELBY UANTITY 0 CI REQUIRED	CA
BARGE	NONE	NONE	REQUIRED	
PIPE	NONE	NONE	REQUIRED	
LINE ITEM DODAAC		SPLC	LOCATION	ST
QUANTITY 650,000 8A QUA	ANTITY 0 SA	QUANTITY	DFSP SELBY 0 NAL DFSP SELBY INCLUDES FLT/	CA COAST
MODE RECEIPT% TANKER	FSII NONE	SDA NONE	CI REQUIRED	
BARGE	NONE	NONE	REQUIRED	
PIPE	NONE	NONE	REQUIRED	
LINE ITEM DODAAC		SPLC	LOCATION	ST
QUANTITY 25,000 8A QUAN ** END USER CAN BE SU	TITY 0 SA (JPPLIED THR(FSII	QUANTITY 0 OUGH TERMII	CI	CA
LINE ITEM DODAAC		SPLC	LOCATION	ST
O717 N63042 QUANTITY 32,000,000 8A ** END USER CAN BE SU MODE RECEIPT% PIPE TRUCK	QUANTITY 0 JPPLIED THRO FSII NONE	SA QUANTI' OUGH TERMII	NAL DFSP OZOL CI REQUIRED	CA
LINE ITEM DODAAC		SPLC	LOCATION	ST
O718 N00406 QUANTITY 19,150,000 MODE RECEIPT% TANKER BARGE			DFSP PUGET SOUND UANTITY 0 CI REQUIRED REQUIRED	WA

LINE ITEM DODAAC	SPLC	LOCATION	ST
0719 N00406 QUANTITY 15,500,000 8A 0 ** END USER CAN BE SUINCLUDES FLT/COAST GUARD	QUANTITY 0 SA QUANTI PPLIED THROUGH TERMI	TTY 0	WA
MODE RECEIPT% TANKER	FSII SDA NONE NONE	CI REQUIRED	
BARGE	NONE NONE	REQUIRED	
LINE ITEM DODAAC	SPLC	LOCATION	ST
0720 Z20190 QUANTITY 150,000 8A QUANTITY END USER CAN BE SUITINGLUDES CG VESSELS	NTITY 0 SA QUANTITY	0	WA
MODE RECEIPT% TRUCK	FSII SDA REQUIRED NONE		
LINE ITEM DODAAC	SPLC	LOCATION	ST
QUANTITY 3,500,000 8A QU ** END USER CAN BE SU	~	TY 2,450,000 CNAL DFSP PUGET SOUND CI	WA

LINE ITEMS 722 - 800 OMITTED FROM RFP SCHEDULE

SUPPLIES TO BE OFFERED (DOMESTIC BULK) JP5 Off Shore ESCALATOR JP5 West Coast

LINE ITEM DODAAC SPLC LOCATION ST
 0801
 N00604
 890510000A
 DFSP PEARL HARBOR

 QUANTITY 32,600,000
 8A QUANTITY 0 SA QUANTITY 0
 $_{
m HI}$ MODE RECEIPT% FSII SDA CI TANKER REQUIRED NONE REQUIRED BARGE REQUIRED NONE REQUIRED PIPE REQUIRED NONE REQUIRED SPLC LINE ITEM DODAAC ST LOCATION 890510000A DFSP PEARL HARBOR 0802 N00604 890510000A DFS:
QUANTITY 6,400,000 8A QUANTITY 0 SA QUANTITY 0 ΗI ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PEARL HARBOR INCLUDES FLT/COAST GUARD/NSC PEARL HARBOR/PWC/FLT TRNG GRP, US NAVAL SUB BASE RECEIPT% FSII SDA REOUIRED NONE TANKER REOUIRED REQUIRED NONE REQUIRED BARGE REQUIRED NONE REQUIRED PIPE LINE ITEM DODAAC SPLC LOCATION ST 0803 N00318 890570280 MCAS KANEOHE ΗI QUANTITY 9,000,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PEARL HARBOR MODE RECEIPT% FSII SDA CI REQUIRED NONE REQUIRED BARGE REQUIRED NONE REQUIRED TRUCK SPLC LINE ITEM DODAAC LOCATION ST 890539290A NAS BARBERS PT N00334 HΤ QUANTITY 2,000,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PEARL HARBOR INCLUDES Z20255 CG AIR STATION PIPELINE ORIGINATES AT DFSP PEARL HARBOR RECEIPT% FSII SDA PIPE NONE NONE REOUIRED REQUIRED NONE REQUIRED SPLC LINE ITEM DODAAC LOCATION ST 0805 FP5274 930002240 JOHNSTON IS AFB JΙ QUANTITY 7,000,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PEARL HARBOR MODE RECEIPT% FSII SDA CI TANKER REQUIRED NONE REOUIRED

THE MAX DELIVERY PARCEL IS 30M BARRELS.

SP0600-99-R-0161

LINE ITEM DODAAC SPLC LOCATION ST

930000240 KWAJALEIN MISSILE RANGE **0806** W811AC MA

QUANTITY 4,000,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PEARL HARBOR

MODE RECEIPT% FSII SDA CI

TANKER REQUIRED NONE REQUIRED

THE USAKA PORT ACCESS AT KWAJALEIN IS LIMITED TO 27' DRAFT VESSELS.

MODE INCLUDES T-1. THE MAX DELIVERY PARCEL IS 40M BARRELS.

LINE ITEM DODAAC SPLC LOCATION ST

0807 W81Y9R 930003240 WAKE ISLAND WK

QUANTITY 4,200,000 8A QUANTITY 0 SA QUANTITY 0

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PEARL HARBOR

RECEIPT% FSII SDA CI REQUIRED NONE REQUIRED

THE MAX DELIVERY PARCEL IS 65M BARRELS.

SPLC LOCATION LINE ITEM DODAAC ST

0808 Z46000 808151000 CG SUPPORT CNTR AK

QUANTITY 6,000,000 *** 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI

REQUIRED NONE TANKER REOUIRED

REQUIRED NONE REQUIRED BARGE

BARGE MODE RESTRICTED TO DESTINATION OFFERS

LINE ITEMS 809 - 900 OMITTED FROM RFP SCHEDULE

CA

WA

Fuel, Naval Distillate, F76 2.5B

NSN: 9140-00-273-2377

PURCHASE REQUEST NO. SC0600-99-0106

F76 REQUIREMENT TOTALS ARE AS FOLLOWS

SET ASIDE TOTAL 8(A) RESERVATION NON SET ASIDE QUANTITY (USG) QUANTITY (USG) QUANTITY (USG) QUANTITY (USG) 160,201,000 76,017,660 0 84,183,340

1. Fuel, Naval Distillate,

NSN: 9140-00-273-2377

THE TOTAL ESTIMATED F76 QUANTITY TO BE PURCHASED IS -- 160,201,000 2. .

F76 West Coast 100,818,000 F76 Off Shore 59,383,000

SUPPLIES TO BE OFFERED (DOMESTIC BULK)

F76 West Coast ESCALATOR F76 West Coast

LINE ITEM DODAAC SPLC ST LOCATION ______N00244 889000296 CA DFSP PT LOMA QUANTITY 79,850,000 8A QUANTITY 0 SA QUANTITY 0 MODE RECEIPT% FSII SDA CI TANKER NONE NONE NONE BARGE NONE NONE NONE PIPE NONE NONE NONE

LINE ITEM DODAAC LOCATION SPLC ST

889000296 DFSP PT LOMA **0902** N00244 QUANTITY 79,850,000 8A QUANTITY 0 SA QUANTITY 63,880,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PT LOMA INCLUDES ROMTS FOR FLEET/CG/DFSP PT LOMA/NAVSTA SAN DIEGO/NAS NORTH ISLAND, CA/ NAV AMP BASE/NAV SUB SUP FAC SAN DIEGO/NAV OCEAN SYS CENTER SAN DIEGO/NSWC BOAT SUPPORT/DEPT OF COMMERCE NOAA/DEPT OF COMMERCE CST/GEO/USDC NOAA NATL OCEAN SVY LAJOLA CA

RECEIPT% FSII SDA CI MODE: NONE NONE NONE TANKER BARGE NONE NONE NONE NONE NONE NONE PTPE

NOTE: CONTRACTOR MUST PROVIDE A 10,000 BBL JP5 BUFFER FOR EACH PIPELINE SHIPMENT

LINE ITEM DODAAC SPLC LOCATION ST 845459290 DFSP PUGET SOUND **0903** N00406

QUANTITY 20,968,000 8A QUANTITY 0 SA QUANTITY 0 RECEIPT% FSII SDA CI

TANKER NONE NONE NONE BARGE NONE NONE NONE

SUPPLIES TO BE OFFERED (DOMESTIC BULK)

F76 Off Shore ESCALATOR F76 West Coast

LINE ITEM DODAAC LOCATION SPLC ST DFSP PUGET SOUND N00406 845459290 0904 WA QUANTITY 20,927,000 8A QUANTITY 0 SA QUANTITY 12,137,660 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PUGET SOUND INCLUDES ROMT FOR FLEET/CG/NSY PUGET SOUND /MIL SEALIFT CMD OFC/NAV SUB BASE/FL, 143D TC BDE/PR AMASA 137G 124TH RS MODE RECEIPT% FSII SDA CI TANKER NONE NONE NONE NONE NONE BARGE NONE LINE ITEM DODAAC SPLC LOCATION ST 0905 N00253 845435290 NAV UNDERSEA WARFARE CTR WA QUANTITY 41,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PUGET SOUND RECEIPT% FSII SDA CI MODE TRUCK NONE NONE NONE LINE ITEMS 906 - 1000 OMITTED FROM RFP SCHEDULE SUPPLIES TO BE OFFERED (DOMESTIC BULK) F76 Off Shore ESCALATOR F76 West Coast LINE ITEM DODAAC SPLC LOCATION ST N00604 890510000A DFSP PEARL HARBOR HIOUANTITY 49,493,000 8A OUANTITY 0 SA OUANTITY 0 MODE RECEIPT% FSII SDA CI TANKER NONE NONE NONE NONE NONE NONE BARGE NONE NONE PIPE NONE LINE ITEM DODAAC SPLC LOCATION ST N00604 890510000A 1002 DFSP PEARL HARBOR ΗI QUANTITY 49,493,000 8A QUANTITY 0 SA QUANTITY 0 ** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP PEARL HARBOR INCLUDES ROMTS FOR FLEET/CG/PEARL HARBOR NAVAL SHIPYARD HI/DFSP PEARL HARBOR/UNIVER OF HI/PWC/STATION HI/SEAL DEL VEH TEAM ONE HI/PR605 TC DET LOG SPT/45TH SUPPORT GROUP/USASCH P2 100 KAPALAMA HI/DEPT OF COMMERCE NOAA RECEIPT% FSII SDA TANKER NONE NONE NONE BARGE NONE NONE NONE NONE NONE NONE PIPE LINE ITEM DODAAC ST SPLC LOCATION 930000240 W811AC KWAJALEIN MISSILE RANGE ΜA QUANTITY 9,890,000 *** 8A QUANTITY 0 SA QUANTITY 0 MODE RECEIPT% FSII SDA CI

NONE

NONE

NONE

TANKER

B19.33 ECONOMIC PRICE ADJUSTMENT - PUBLISHED MARKET PRICE (DOMESTIC BULK) (DESC MAR 1997)

- (a) WARRANTIES. The Contractor warrants that--
- (1) The base unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause; and
 - (2) The prices to be invoiced shall be computed in accordance with the provisions of this clause.
 - (b) **DEFINITIONS.** As used throughout this clause, the term--
 - (1) Base unit price means the unit price set forth opposite the item in the Schedule.
- (2) **Market price** means the price to be used in determining an economic price adjustment of the base unit price of an individual product for the market area and time period specified in this clause. The market price is derived from quotes, assessments, or sales prices in the market place for one or several items or commodity groups as reported in a consistent manner in a publication, electronic data base, or other form, as determined by an independent trade association, governmental body, or other third party independent of the Contractor.
- (i) **Base market price** means the price as shown in Column V of the Table below which is the market price from which economic price adjustments are calculated pursuant to this clause.
- (ii) Adjusting market price means the market price for deliveries during the most recent period, as defined in the Table below.
 - (3) **Date of delivery** is defined as follows:
 - (i) FOR TANKER OR BARGE DELIVERIES.
 - (A) **F.O.B. ORIGIN.** The date and time vessel commences loading.
 - (B) F.O.B. DESTINATION. The date and time vessel commences discharging.
 - (ii) **FOR PIPELINE DELIVERIES.** The date and time product commences to move past the specified f.o.b. point.
 - (iii) FOR ALL OTHER TYPES OF DELIVERIES. The date product is received.
 - (c) ADJUSTMENTS.
- (1) Subject to the provisions of this clause, the price payable shall be the base unit price in effect on the date of delivery increased or decreased by the same number of cents, or fraction thereof, that the adjusting market price increases or decreases, per like unit of measure, from the base market price.
 - (2) **CALCULATIONS.** All calculations shall be rounded to six decimal places.
- (3) **MODIFICATIONS.** Any resultant price changes to the base market price and base unit price shall be executed by the Contracting Officer through a weekly price adjustment modification effective each Tuesday.
- (4) **FAILURE TO DELIVER**. Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.
- (5) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price, pursuant to these economic price adjustment provisions shall not exceed <u>60</u> percent of the original base unit price in any applicable program year (whether a single year or multiyear program), except as provided hereafter.
- (i) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling which the Contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.
- (ii) If an actual increase in the established market price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.
 - (6) **REVISION OF MARKET PRICE INDICATOR.** In the event--
 - (i) Any applicable market price indicator is discontinued or its method of derivation is altered substantially; or
 - (ii) The Contracting Officer determines that the market price indicator consistently and substantially fails to reflect market

conditions,--

the parties shall mutually agree upon an appropriate and comparable substitute and the contract shall be modified to reflect such substitute effective on the date the indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract.

B19.33 (CONT'D)

- (d) **CONVERSION FACTORS.** If this clause requires quantity conversions for economic price adjustment purposes, the factors specified in the CONVERSION FACTORS clause shall apply, unless otherwise specified in the Schedule.
- (e) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representative shall have the right to examine the Contractor's books, records, documents, or other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.
- (f) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.
 - (g) TABLE.

I	П	Ш	IV	V
Item No.	Name of Publication	Heading under which market indicator is published and name of product	Location where market price is applicable	Base market price as of 26 JAN 1999 (excludes all taxes) (see note(s) below)
INLAND JP8	PLATT'S OILGRAM PRICE REPORT	JET KERO 54	U.S. GULF COAST PIPELINE	\$. 317813

The reference price shall be determined as follows: 100% U.S. Gulf Coast Pipeline (Average Low and High)

OFFSHORE PLATT'S SPOT PRICE ASSESSMENT LOS ANGELES \$. 395938
WEST OILGRAM PRICE WEST COAST PIPELINE SAN FRANCISCO
COAST REPORT JET FUEL SEATTLE

JP5/JP8

The reference price shall be determined as follows: <u>LOS ANGELES + SAN FRANCISCO+SEATTLE</u>

3

OFFSHORE PLATT'S SPOT PRICE ASSESSMENT LOS ANGELES \$. 357500
WEST OILGRAM PRICE WEST COAST PIPELINE SAN FRANCISCO
COAST REPORT LOW SULFUR NO. 2 SEATTLE
F76

The reference price shall be determined as follows: <u>LOS ANGELES + SAN FRANCISCO+SEATTLE</u>

3

Note 1. The base market prices listed above for Inland JP8, Offshore/West Coast JP8/JP5, and Offshore/West Coast F76 will be adjusted on a weekly basis throughout contract performance. The adjusting market prices will be derived from the simple averages of the daily highs and lows of the specified Platt's assessments effective Monday through Friday of the prior week (excluding any days prices are not published). The average shall be inserted into the formulae set forth above to generate the adjusting market prices for each product/region. These adjusting market prices shall be effective for deliveries made Tuesday through Monday.

B19.33 (CONT'D)

ROCKY OIL PRICE COMMERCIAL AIRLINE SALT LAKE CITY \$.572500

MOUNTAIN INFORMATION JET FUEL RANGE

JP8 SERVICE

The reference price shall be determined as follows: 100% Salt Lake City (Average of Low and High)

ALASKA PLATT'S JET ALASKA \$.565235

JP4 OR OILGRAM PRICE FUEL JET B REPORT PRICES

JET FUEL TABLE

OIL PRICE UNLEADED ANCHORAGE

INFORMATION AVERAGE

SERVICE

The Reference Price shall be determined as follows: 70% OPIS UNLEADED AVERAGE ANCHORAGE + 30% PLATT'S ALASKA JET FUEL MIDPOINT

NOTE 2: The base market price listed above for Rocky Mountain JP8 and Alaska JP4/Jet B will be adjusted on a weekly basis throughout contract performance. The adjusting market price will be derived from the simple average of (1) the high and lows of the specified Platt's assessments effective Monday through Friday of the prior week (excluding any days that prices are not published) and/or (2) the high and low of the specified OPIS assessment effective during the prior week. The average shall be inserted into the formulae set forth above to generate the adjusting market prices for each product/region. These adjusting market prices shall be effective for deliveries made Tuesday through Monday.

(DESC 52.216-9F33)

SECTION C

C1 SPECIFICATIONS (DESC JAN 1997)

Product to be supplied shall fully meet the requirements of the applicable specification(s) as indicated in the Supply Schedule, except as modified elsewhere in this contract. Unless otherwise indicated by the Contractor, prior to award and in accordance with the EVALUATION OF OFFERS clause, the product offered will be assumed to fully meet the applicable specification(s).

(DESC 52.246-9FT5)

C1.02 DODISS SPECIFICATIONS (DESC FEB 1999)

Unless otherwise specified, the issues of Federal and Military specifications, standards, and related standardization documents and those non-Government standards adopted for Department of Defense use, which are cited in this solicitation/contract, are those listed in the Department of Defense Index of Specifications and Standards (DODISS) dated September 1, 1998, and its supplement dated January 1, 1999.

(DESC 52.246-9FT1)

C16.01 TURBINE FUEL, AVIATION (JP4/JP5) (BULK) (DESC MAR 1999)

- (a) Specification MIL-DTL-5624T, dated September 18, 1998, Turbine Fuel, Aviation, Grades JP4 and JP5, applies to Table 1, modified as follows:
- (1) **FILTRATION TIME TESTING.** Round upwards when reporting the filtration time, in minutes. For example, a filtration time of 4 minutes, 22 seconds, would be reported as 5 minutes.
- (2) MICRO-SEPAROMETER (MSEP) REQUIREMENTS. Prior to initial production under this contract, the Contractor shall elect, on a one-time basis, which MSEP limit will be met for the balance of the contract. If the Contractor introduces Fuel System Icing Inhibitor (FSII) and/or CI after verification of product conformance with the MSEP requirement, the product is not required to meet a fixed limit on subsequent MSEP tests.
- (3) If the Contractor elects to verify conformance with the MSEP requirement on a sample of product that does not contain FSII and CI, an additional MSEP test shall be performed on a handblend containing jet fuel, FSII, CI, and AO (AO only if required). The MSEP result on this handblend is a REPORT ONLY requirement and shall be recorded corresponding to item 750X, both on the Standardized Test Report Form (see Attachment _____) and on the DD Form 250-1. This result shall be recorded with an asterisk next to it, and with a footnote below, stating "MSEP result is a 'Report Only' requirement. Original result of ______ (fill in actual result) on product containing the following additives: _____ (fill in combination of additives)."
- (4) **THERMAL STABILITY.** The thermal stability test (JFTOT), ASTM D 3241, shall be performed according to either Option A or B described below:
- (i) **OPTION A.** In addition to the thermal stability testing requirements of MIL-DTL-5624T, an additional JFTOT test shall be performed with the temperature of the test being 275°C (530°F). Shipments will not be delayed pending results of this additional JFTOT test
- (ii) **OPTION B.** The thermal stability test shall be performed with the temperature of the test being 275°C (530°F) in lieu of the normal 260°C (500°F). If the fuel fails the JFTOT at this temperature, a second test will be performed at 260°C (500°F). If both tests are performed, the results of the test at 260°C (500°F) will be the basis for acceptance or rejection of the fuel.
- (iii) Regardless of which option is chosen (Option A or B above), the test temperature and the results of the JFTOT shall be recorded on the DD Form 250-1 and on the Standardized Test Report Form. If using the Standardized Test Report Form, the results obtained at 260° C shall be reported as using series "B" for item numbers 601, 602, and 603. If another temperature is used, use series "A" to report the results and item 604A to report the test temperature.

(b) ADDITIVES.

- (1) Additives are required for deliveries of JP4 and JP5, per MIL-DTL-5624T, unless addition is excluded by specific solicitation line item, applicable contract clause, or other contractual requirement.
- (2) The DD Form 250-1 for marine shipments shall cite the type, name, and amount (in milligrams per liter) of additives added to the fuels.
- (3) The CI/LI additive(s) used shall be of the type and concentration cited in QPL 25017-18 dated February 27, 1998. Only the following CI/LI additives are approved for inclusion in fuel shipments to overseas NATO countries: Apollo PRI-19, Octel DCI-4A, HITEC 580, NALCO/EXXON 5403, Mobilad F800, IPC 4410, and IPC 4445.

C16.01 (CON'T)

- (4) For JP4 containing hydrogen-treated blending stocks, the following applies: Where a finished fuel consists of a blend of hydrogen-treated and nonhydrogen-treated components, the requirement for mandatory addition of antioxidant (MIL-DTL-5624T, paragraph 3.3.1) applies only to the portion of the blend that has been hydrogen treated shall be reported.
- (5) Line injection of additives (FSII and corrosion inhibitor) from shipping tank to delivery conveyance or other f.o.b. point is permitted under the following conditions:
- (i) Additives must be proportionately injected throughout the entire loading process to ensure the additive is homogeneously blended into the jet fuel. The Contractor shall maintain records evidencing the homogeneous blending of all line injected additives. Such methods may include meter or tank gauge readings or test results taken at intervals to provide confidence in the injection process.
 - (ii) When FSII is required, additive concentration must be verified based on a representative shipment sample(s).
- (iii) Conformance to specification requirements at the custody transfer point is required; however, prior to shipment, a laboratory handblend of jet fuel with all additives required by this contract shall be tested to verify compliance with the required specification (except for Reid Vapor Pressure (RVP) and MSEP). Using a separate representative sample, RVP analysis of JP4 shall be performed without the additives present due to the sensitivity of the test to sampling and handling. MSEP analysis shall be performed per Contractor's election in MIL-DTL-5624T, dated September 18, 1998.
- (6) When the addition of Static Dissipator Additive (SDA) is required by the contract, the new formulation of STADIS 450 (active ingredient dinonlynapthylsufonic acid (DINNSA) shall be used.
- (c) **APPLICABLE TO JP5 ONLY**. For each tank of product lifted, a copy of the DD Form 250-1 or DD Form 250, whichever is applicable, shall be submitted. The laboratory analysis report conforming to the Standardized Test Report Form shall accompany the DD Form 250 or DD Form 250-1. This documentation shall be submitted to the address identified in the MATERIAL INSPECTION AND RECEIVING REPORT clause and the addresses shown below:

ATTN: CODE 40 NAVY PETROLEUM OFFICE 8725 JOHN J. KINGMAN ROAD SUITE 3719 FORT BELVOIR VA 22060-6224

NAVAL AIR SYSTEMS COMMAND FUELS AND LUBRICANTS DIVISION, AIR-4.4.5 ATTN: DOUGLAS F. MEARNS, BLDG 2360 22229 ELMER ROAD, UNIT 4 PATUXENT RIVER, MD 20670-1534

ATTN: DESC-BPE(LR) ROOM 2954 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD SUITE 4950 FORT BELVOIR VA 22060-6222

(d) APPLICABLE TO JP4 ONLY.

- (1) With the exception of the fuel electrical conductivity test requirement, JP4 must meet the specification test requirements of MIL-DTL-5624T with all additives required by this contract included, except SDA. After verifying specification conformance, SDA, when required by this contract, shall be added proportionately to obtain a conductivity range of 150-600 picosiemens per meter. SDA will not be preblended with FSII, but may be injected simultaneously. The Contractor is not required to report or verify the conductivity level when SDA is injected while loading delivery conveyances due to the SDA equilibrium rate in JP4. The receiving activity will measure the conductivity and advise the Quality Representative to have the Contractor adjust the SDA injection quantity if necessary.
- (2) SDA is required to be added to all JP4 shipped directly to an end user by tank truck, tank car, barge, or pipeline without passing through a terminal. SDA is not required in shipments to (through) a DESP.

C16.01 (CONT'D)

(3) For each tank of product lifted, a copy of the DD Form 250-1 or DD Form 250, whichever is applicable, shall be submitted. The laboratory analysis report conforming to the Standardized Test Report Form shall accompany the DD Form 250 or DD Form 250-1. This documentation shall be submitted to the address identified in the MATERIAL INSPECTION AND RECEIVING REPORT clause and the addresses shown below:

COMMANDER SAN ANTONIO AIR LOGISTICS CENTER ATTN: SA ALC/SFTH 1014 BILLY MITCHELL BLVD SUITE 1 KELLY AFB TX 78241-5000

ATTN: DESC-BPE(LR) ROOM 2954 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD SUITE 4950 FORT BELVOIR VA 22060-6222

(DESC 52.246-9FNK)

C16.09 TURBINE FUEL, AVIATION (JET A/A1/A50/B) (DESC SEP 1998)

Aviation turbine fuel shall be in accordance with the requirements of ASTM D 1655 with the following modifications.

(a) ADDITIVES.

(1) **CONDUCTIVITY.** If fuel contains electrical conductivity additive, the conductivity limits of 50-450 picosiemens per meter (ps/m) as measured by ASTM D 2624 shall apply.

(2) THERMAL STABILITY.

- (i) Product shall be tested for thermal stability in accordance with ASTM D 3241, with a heater tube temperature of 260 $^{\circ}$ C, and must exhibit--
 - (A) A maximum heater tube deposit rating of "less than code 3";
 - (B) A maximum pressure drop of 25 millimeters of mercury; and
 - (C) Rerun of test at 245 °C to achieve the results identified above is not permitted.
 - (ii) Delivery of fuels containing up to 25 percent aromatics is permitted without notification.
- (iii) Delivery of fuels containing less than 3 volume percent naphthalene with a smoke point greater than 19.0 is permitted without notification.
- (b) Type Jet A50 jet fuel defines a grade of product equal in all respects to type Jet A jet fuel except for freeze point, which is limited to -50° F maximum in lieu of -40° F maximum.

(DESC 52.246-9FLW)

C16.23 FUEL, NAVAL DISTILLATE (F76) (DESC AUG 1998)

Military Specification MIL-F-16884J dated May 31, 1995, applies with the following modifications:

- (a) **APPEARANCE REQUIREMENT.** Delete appearance requirement in footnote 1, table 1, in the specification and replace with the following: The fuel haze rating shall not exceed 2 as determined by ASTM D 4176, procedure 2, at a maximum product temperature of 25°C (77°F) and with no visible water present.
- (b) **ACID NUMBER REQUIREMENT**. Delete the acid number requirement in table 1 in the specification and replace with the following: Acid number, mg KOH/g, max., 0.30, ASTM D 974(R), ASTM D 664.
 - (c) COLOR DETERMINATION. ASTM D 6045-96 may be used as a substitute test method for ASTM D 1500.
- (d) **AUTOMATED CLOUD POINT.** ASTMs D 5771-95, D 5772-95, and D 5773-95 may each be used as substitute test methods for ASTM D 2500-91.
 - (e) STABILIZER ADDITIVE. Line injection of stabilizer additive is permitted under the following conditions:
- (1) A laboratory hand blend containing the additive F76 must be tested to verify compliance with all specification requirements.
- (2) The additive must be proportionately injected throughout the entire loading process to ensure the additive is homogeneously blended into the F76. The Contractor shall maintain records evidencing the homogeneous blending of the line injected additive. Such methods may include meter or tank gauge readings taken at intervals to provide confidence in the injection process.
- (f) **FIRST TIME CONTRACTORS.** The hydrogen content test and oxygen overpressure test for storage stability allow DESC to better predict a fuel's storage stability performance.

(1) HYDROGEN CONTENT.

- (i) The hydrogen content test method requires analysis by a Nuclear Magnetic Resonance (NMR) instrument, and is written around a particular brand of equipment. Proposals for use of NMR equipment produced by other manufacturers will be considered, provided the procedural and repeatability/reproducibility limits of ASTM D 4808-92 can be met.
- (ii) Various independent research labs have the capability to run the hydrogen content test on a fee-for-service basis. The Contractor may propose use of an outside lab throughout the contract period provided he is willing to ensure that the results are obtained prior to product shipment. This may not be a practical alternative because of constraints on tankage or the distance and time involved to transport the sample(s), but it could become more attractive if only a small number of product batches are to be tested. The name and phone number for a U.S. laboratory that performs this service is available upon request.

(2) STORAGE STABILITY TEST.

- (i) The oxygen overpressure test (ASTM D 5304-94) has been demonstrated to more effectively predict the tendency of a fuel to deteriorate during long term storage than the conventional 16 hour ASTM D 2274-94 test. Because F76 may be stored for periods of up to a year or longer prior to use, it is important for DESC to be able to anticipate the likelihood that fuel will form insoluble solids and/or substantially darken during periods of storage. The atmosphere pressure stability test (ASTM D 2274-94) can only achieve similar predictive capability when extended to a period of 40 hours.
- (ii) Names and phone numbers for a suitable source for the components of the oxygen overpressure test apparatus are available upon request.
- (3) **TIMELY RECEIPT OF TEST EQUIPMENT.** In the event that the test method described above (hydrogen content/storage stability) cannot be performed immediately upon award of a contract due to the length of time required for ordering, shipping, setup and test of the new equipment, or an independent laboratory capable of performing the testing cannot be found, suppliers may, for a period of up to 120 days from date of award, supply F76 without test data for hydrogen content by NMR and/or total insolubles formed by ASTM D 2274-94 (40 hour)/ASTM D 5304-94 on the condition that a QUALIFIED STABILIZER ADDITIVE (per QPL 24682 dated May 4, 1992) is added to the fuel. After the 120 day grace period, the Contractor must demonstrate product conformance to the hydrogen content and storage stability test requirements stated above on each batch of F76 supplied.
- (g) **REPORTS.** Laboratory reports shall be in the Standard Report Format given in Attachment <u>6</u>, Standardized Format for Use in the Preparation of Product Test Reports. Each laboratory report will represent the total quantity of product shipped from that shipping tank (quantity should match what would be reflected on the DD Form 250 or DD Form 250-1), not the volume at the time of sampling. Insure that test methods or test codes as defined in the Standard Report Format are specified on the report. Mail one copy of the DD Form 250 or DD Form 250-1 with a copy of the test report in the Standard Report Format to--

DEFENSE ENERGY SUPPORT CENTER ATTN: DESC-BPE(LR), ROOM 2954 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222

C16.23 (CONT'D)

In addition, copies of the applicable DD Form 250 or DD Form 250-1 shall be submitted with a laboratory analysis report for each tank of product lifted. This documentation shall be submitted to the address identified in the MATERIAL INSPECTION AND RECEIVING REPORT clause and the address shown below:

CODE 03M3 COMMANDER NAVY SEA SYSTEMS COMMAND 2531 JEFFERSON DAVIS HIGHWAY ARLINGTON, VA 22242-5160 ATTN: CODE PSP COMMANDING OFFICER NAVY PETROLEUM OFFICE 8725 JOHN J. KINGMAN ROAD, SUITE 3719 FORT BELVOIR, VA 22060-6224

(h) **RED DYE.** (**Does not apply to Atlantic/Europe/Mediterranean or Western Pacific Overseas Bulk purchase programs unless offering refinery is located in the United States or one of its possessions.**) Red dye required in off-highway diesel fuel in accordance with 40 CFR Part 80 as modified by the Environmental Protection Agency's interim final rule published in the Federal Register dated July 14, 1994, shall not be added to F76 supplied. The finished product shall show no visual evidence of red dye. This product is for military, off-highway use only and must be segregated at all times from any diesel fuel used on-highway.

(DESC 52.246-9FBE)

C16.64-3 TURBINE FUEL, AVIATION (JP8) (DESC DEC 1998)

Aviation Turbine Fuel shall conform to MIL-T-83133D, dated January 29, 1992, modified as follows:

- (a) **DELIVERIES TO ALASKA.** For fuels destined for Alaska locations only, the total acid number specification limit is relaxed to 0.020 mg KOH/g maximum. Fuel destined for locations outside of Alaska must meet the original acid number specification limit cited in MIL-T-83133.
 - (b) FREEZING POINT. In addition to ASTM D 2386-88, ASTM D 5901-96 and ASTM D 5972-96 are permitted for JP8.
 - (c) **COLOR DETERMINATION.** ASTM D 6045-96 may be used as a substitute test method for ASTM D 156.
- (d) **ADDITIVES.** Additives are required for deliveries of JP8 per MIL-T-83133, unless addition is excluded by specific solicitation line item, applicable contract clause, or other contractual requirements.
- (1) Metal deactivator additive shall not be used in JP8 unless the supplier has obtained written consent from the Procuring Activity. If written approval has been granted, a metal deactivator, N,N-disalycylidene-1,1-propanediamine, may be blended into the fuel in an amount not to exceed 5.7 mg active ingredient per liter of fuel.
- (2) For JP8 containing hydrogen treated blendstocks, the following applies: Where a finished fuel consists of a blend of hydrogen treated and nonhydrogen treated components, the requirement for mandatory addition of antioxidant (MIL-T-83133, paragraph 3.3.1) applies only to the portion of the blend that has been hydrogen treated shall be reported.
 - (3) The CI/LI additive(s) used shall be of the type and concentration cited in QPL 25017-18 dated February 27, 1998.
- (4) When required, Fuel System Icing Inhibitor (FSII) shall conform to MIL-I-85470A, dated August 8, 1990, at a concentration of 0.10 to 0.15 volume percent, unless otherwise stated in the Schedule.
- (5) Static Dissipator Additive (SDA) is required to be added to all JP8 shipped directly to an end user without passing through a terminal. SDA is not permitted in shipments to/through a fuel terminal that supplies an end user unless authorized in the Schedule. When SDA is required by this contract, it shall be added proportionately to obtain a conductivity range of 150-450 picosiemens per meter. The new formulation of STADIS 450 (active ingredient dinonlynapthylsulfonic acid (DINNSA)) shall be used when SDA is required.
- (6) Line injection of additives (FSII, corrosion inhibitor, and SDA) from shipping tank to delivery conveyance or other f.o.b. point is permitted under the following conditions:
- (i) A laboratory hand blend containing the required additives and jet fuel must be tested to verify compliance with the required specification. (Micro-Separometer (MSEP) can be performed without SDA present.)
- (ii) Additives must be proportionately injected throughout the entire loading process to ensure the additive is homogeneously blended into the jet fuel. The Contractor shall maintain records evidencing the homogeneous blending of all line injected additives. Such methods may include meter or tank gauge readings or test results taken at intervals to provide confidence in the injection process.
- (iii) When FSII is line injected, additive concentration (refer to MIL-T-83133 specification for test methods permitted) must be verified based on a representative shipment sample(s).

below:

(e) TESTING.

(1) PARTICULATE CONTAMINATION (PC) TESTING AND FILTRATION TIME (FT) TESTING.

(i) Delete the JP8 particulate matter and filtration time requirements and replace as shown below:

<u>CHARACTERISTIC</u>	<u>REQUIREMENT</u>	TEST METHOD
Particulate matter, mg/L, maximum	1.0	ASTM D 5452-96
Filtration time, minutes, maximum	15	see below

- (ii) **PC/FT TESTING.** A minimum sample size of one gallon shall be filtered. Use of two membrane filters (a test membrane filter and a control membrane filter) is not required. Use of a single filter is acceptable.
- (iii) **PC TESTING.** The procedure in Appendix A to MIL-T-83133 as modified below, may also be used for the determination of particulate matter as an alternate to ASTM D 5452-96.
- (iv) **FT TESTING.** Filtration time shall be determined in accordance with the procedures in Appendix A to MIL-T-83133, modified as shown below:
 - (A) Delete all references to ASTM D 2276 and replace with ASTM D 5452-96.
 - (B) Apparatus shall be as described in Figure 2 of ASTM D 5452-96.
 - (C) Preparation of apparatus and sample containers shall be performed as described in paragraph 8 of ASTM D 5452-96.
 - (D) Sampling shall be performed as described in paragraph 9 of ASTM D 5452-96.
- (E) Round upwards when reporting the filtration time, in minutes. For example, a filtration time of 10 minutes, 18 seconds, would be reported as 11 minutes.
- (2) **FUEL ELECTRICAL CONDUCTIVITY.** In those cases where SDA is line injected while loading delivery conveyances (e.g., trucks) and insufficient time is available for the fuel to reach equilibrium before departure of the conveyance, the Contractor is not required to report or verify the conductivity level. This does not relieve the Contractor of the requirement to inject SDA homogeneously and in sufficient quantity to obtain a conductivity level which the Contractor would anticipate to be between 150 and 450 picosiemens per meter once fuel is at equilibrium. The receiving activity will measure the conductivity and advise the Quality Representative to have the Contractor adjust the SDA injection quantity if necessary.

(3) WATER SEPARATION INDEX MODIFIED (WSIM)/MSEP RATING LIMITS.

(i) The requirements of Footnote 9 to Table I in the specification (MIL-T-83133) are deleted and replaced as shown

ADDITIVE	MSEP LIMIT (MINIMUM)
Antioxidant (AO)* and Metal Deactivator (MDA)*	85
AO*, MDA* and Fuel System Icing Inhibitor (FSII)	85
AO*, MDA* and Corrosion Inhibitor/Lubricity Improver (CI/LI)	80
AO*, MDA*, FSII and CI/LI	70

^{*}The presence or absence of these additives does not change these limits.

⁽ii) Prior to initial production under this contract, the Contractor shall elect, on a one-time basis, which MSEP limit will be met for the balance of the contract. If the Contractor introduces FSII and/or CI after verification of product conformance with the MSEP requirement, the product is not required to meet a fixed limit on subsequent MSEP tests.

C16.64-3 (CONT'D)

(111)	If the Contractor elects to verify c	conformance with the MSEP requirement on a sample of	of product that does not contain
FSII and CI, an additiona	al MSEP test shall be performed on	a hand blend containing jet fuel, FSII, CI, and AO (A	O only if required). The MSEP
result of this hand blend i	is a REPORT ONLY requirement,	and shall be recorded on the DD Form 250-1 and on the	ne Standardized Report Form
(see Attachment)	as item 750X. This result shall be-	-recorded with an asterisk next to it and a footnote be	elow stating "MSEP result is a
report only requirement.'	' Original result of	on product containing the following additives applies	:
			_
			_
			_
			<u>_</u>

- (4) **THERMAL STABILITY.** The thermal stability test (JFTOT), ASTM D 3241-96A, shall be performed according to either Option A or B described below:
- (i) **OPTION A.** In addition to the thermal stability testing requirements of MIL-T-83133, an additional JFTOT shall be performed with the temperature of the test being 275° C (530° F) in lieu of the normal 260° C (500° F).
- (ii) **OPTION B.** The thermal stability test shall be performed with the temperature of the test being 275° C (530° F). If the fuel fails the JFTOT at this temperature, a second test will be performed at 260° C (500° F). If both tests are performed, the results of the test at 260° C (500° F) will be the basis for acceptance or rejection of the fuel.
- (5) **EXISTENT GUM.** The existent gum test (ASTM D 381-94E1) may be performed using air as the vaporizing medium in lieu of steam.

(f) REPORTS.

(1) Copies of the applicable DD Form 250 or DD Form 250-1 shall be submitted with a laboratory analysis report in Standardized Test Report Format for each tank of product lifted. This documentation shall be submitted to the address identified in the MATERIAL INSPECTION AND RECEIVING REPORT clause and the address shown below:

COMMANDER SAN ANTONIO AIR LOGISTICS COMMAND ATTN: SFTH 1014 BILLY MITCHELL BLVD, SUITE 1 KELLY AFB, TX 78241-5603

- (2) Regardless of which option is chosen (Option A or B above), the test temperature and the results of the JFTOT shall be recorded on the DD Form 250-1 and on the Standardized Test Report Form. If using the Standardized Test Report Form, the results obtained at 260°C shall be reported using series "B" for item numbers 601, 602, and 603. The results obtained at 275°C shall be reported using series "C" for item numbers 601, 602, and 603. A separate report form is not required for the 275°C test result.
 - (3) The DD Form 250-1 for marine shipments shall cite the type, name and amount of additives added to the fuel. (DESC 52.246-9FNW)

SECTION E

THE FOLLOWING CLAUSE APPLIES TO--

- 1. ALL LUBRICATING OIL DELIVERIES.
- 2. ALL AVIATION FUEL DELIVERIES.
- 3. ALL BULK DELIVERIES; <u>EXCEPT</u> FOR PC&S BULK DELIVERIES WHERE THIS CLAUSE APPLIES ONLY TO DELIVERIES BY BARGE, VESSEL, OR PIPELINE.

E1 CONTRACTOR INSPECTION RESPONSIBILITIES (DESC DEC 1998)

(a) QUALITY CONTROL PLAN.

- (1) The Contractor is required (unless otherwise instructed by the Government) to provide and maintain an inspection system and a written description (Quality Control Plan (QCP)) acceptable to the Government. The Contractor has the option to provide and maintain an inspection system that, as a minimum, incorporates the requirements of: Q91 (ISO9001) Quality Systems Model for Quality Assurance in Design/Development, Production Installation, and Servicing, or Q92 (ISO9002) Quality Systems Model for Quality Assurance in Production and Installation. If the contractor chooses to comply with Q91 or Q92 quality system format, all the specific Quality Assurance Provisions of this contract must be included in the Q91, Q92 written quality plan. The QCP shall be established and reviewed for adequacy by the Quality Representative (QR) prior to commencement of production or services. The copy of the QCP provided to the QR shall be in English. An acceptable QCP is required prior to Government inspection and acceptance of supplies or services. The QCP shall be reviewed and updated when deemed necessary. It will be updated anytime that changes are made to the inspection system or as identified by quality problems. The Contractor must sign and date each revision to the QCP and require subcontractors to sign and date each revision to the subcontractor's QCP.
- (2) The Contractor shall require subcontractors (unless otherwise instructed by the Government) to provide and maintain inspection systems and QCPs that are acceptable to the Government.
- (3) The QCP shall include an identification of key operational positions, a schematic diagram of plant facilities pertinent to the inspection system indicating all inspection points, and a description covering the following operations relating to the supplies to be furnished under the contract:
 - (i) **RECEIVING.** Procedures used to assure quality of additives blended into product supplied under this contract;
- (ii) **BLENDING AND COMPOUNDING.** Identification of component base stocks used to produce finished product. Procedures to be used for adding, prior to batching, all required additives at all locations. When procedures for in-line blending of non-aviation products in accordance with the IN-LINE BLENDING OF NON-AVIATION PETROLEUM PRODUCTS clause are used, the QCP will provide for establishing blend ratios, and identify the responsible personnel within the Contractor's organization authorized to establish the blend ratios. When procedures for line injection of additives for products in accordance with a clause that contains LINE INJECTION OF ADDITIVES as used, the QCP will provide procedures for proportionately injecting additives throughout the entire loading process to ensure the additive is homogeneously blended into the jet fuel, procedures for maintaining recordings evidencing the homogeneous blending of all line injected additives. Prior to shipment, a procedure for a laboratory hand blend of jet fuel with all additives required by the contract shall be tested to verify compliance with the required specification;
- (iii) **SAMPLING.** Procedures for sampling additives, blend tanks, shipping tanks, lines, and conveyances/containers in accordance with API Manual of Petroleum Measurement Standards (MPMS), Chapter 8, Section 1, (ASTM D 4057) Sampling of Petroleum and Petroleum Products, and/or Section 2, (ASTM D 4177), Automatic Sampling of Petroleum and Petroleum Products. Procedures include location of sample taken, frequency, quantity, minimum tests required on sample, and sample retention procedures. NOTE: For f.o.b. origin tanker, barge, and pipeline shipments, a flow-proportional sample taken in accordance with MPMS Chapter 8.2, Automatic Sampling, is required at the custody transfer point. For other than f.o.b. origin shipments, Automatic In-Line Sampling is preferred at the custody transfer point, but representative samples taken in accordance with MPMS Chapter 8, Section 1, are acceptable. See Table I, Minimum Sampling and Testing Requirements, and Table II, Sample Retention, below;
- (iv) **TESTING.** Types of tests and test methods/procedures to be performed on samples taken from each location identified in (iii) above, and may be incorporated by test method reference in the QCP, if complete reference is available at the place of performance. See Table III, "Definition of Test Series." below;
- (v) **CALIBRATION.** Program for testing and measuring equipment in accordance with ISO 10012-1, "Quality Assurance Requirements for Measuring Equipment, Part 1, or equivalent local regulation as appropriate; and, a program for meters used to determine quantity complying with the American Petroleum Institute Manual of Petroleum Measurement Standards, Chapters 4, 5, and 6, or equivalent foreign standard. For items not covered by ASTM, API or IP publications, the applicable manufacturer's recommended calibration method, or methods outlined in the applicable industry publication, shall be used if acceptable to the Government;
- (vi) STORAGE AND HANDLING. Procedures for quality determination and maintenance of physical equipment necessary to ensure product integrity. Includes a description of storage and handling equipment including tanks, lines, valves, and manifolds used; identification of dedicated/common product system including description of line segregation and controls to assure capability for proper gauging, sampling, draining of water, filtration, circulation, drying; and identification of any other process/system used in maintaining product integrity during storage and handling;

E1 CONT'D

- (vii) **LOADING AND SHIPPING, GENERAL.** Procedures for product movement and related quality/quantity checks from shipping tank(s) to custody transfer point in order to maintain product integrity. Provide description of transfer system from shipping tank to transfer point in order to maintain product integrity. System must be a dedicated or properly isolated common system incorporating blind flanges, spectacle plates, or double valves between them to prevent contamination. Single valves designed to provide the same protection are also acceptable if positive isolation is assured. Systems with single valve (excluding twin seal single valves) isolation require specific procedures be included in the QCP to assure product integrity after the last single valve and prior to the acceptance point. When single valves are present in the system, the contractor shall provide their quality control procedures from the first single valve to the custody transfer point at time of bid to the contracting officer for determination of acceptability. Procedures for conditioning and testing of improperly isolated systems to the custody transfer point (including loading arm and hoses used). For in-line blending of non-aviation products, where approved in this contract, requirements must comply with the IN-LINE BLENDING OF NON-AVIATION PETROLEUM PRODUCTS clause;
- (viii) LOADING AND SHIPPING TANK CARS, TANK TRUCKS, AND INTERMODAL CONTAINERS. Inspect conveyances prior to loading to determine quality/quantity suitability to load as follows: All compartments have been prepared in accordance with Table IV, Conversion Chart for Tank Cars, Tank Trucks, and Intermodal Containers, below. Preparation requirements include hoses. Conveyances carrying lubricating oil will be dry and free from loose rust, scale, and dirt. Conveyances carrying other products will be dry and substantially free from loose rust, scale and dirt. (Procedures to confirm, prior to loading, quality and quantity of product in conveyance when requested by the ordering office to "load on top." Reject conveyance if product cannot be identified or product on board does not meet specification of intended load product. Provide for documentation of load on top occurrences for volume of product prior to load, loaded quantity, and total volume on board the conveyance. Confirm quality and quantity of loaded conveyance.) Provide for investigating discrepancies in either recorded quality or quantity. When required by the contract, seal conveyance and record seal numbers on the DD Form 250. Strainers and filters shall be located as near the loading or filling point as practicable and shall be used as outlined below for all deliveries except deliveries into tanker, barge, or pipeline.
 - (A) All aviation fuel shall be passed through strainers of 100 mesh or finer screen:
- (B) All lubricating oil products, including preservatives, having a kinematic viscosity at 100°F of 20.0 centistokes or less shall be passed through a 100 mesh or finer screen;
- (C) All lubricating oil products, including preservatives, having a kinematic viscosity greater than 20.0 centistokes at 100°F, but less than 22.0 centistokes at 210°F, shall be passed through a 60 mesh or finer screen; and
- (D) The Contractor shall furnish and periodically inspect strainers and filters pursuant to this paragraph to determine condition and perform maintenance as necessary, keeping a written record thereof.
 - (ix) LOADING AND SHIPPING TANKERS AND BARGES.
- (A) For f.o.b. destination Contractor-supplied tankers/barges. State procedures to be used to ensure vessels are suitable to load the intended product.
- (B) For f.o.b. origin Government supplied tanker/barges. Procedures for maintaining time log of all significant events/delays including vessel notice of readiness, vessel arrival, docking, vessel deballasting, and conditioning of cargo tanks, inspections, hoses connected, starts, stops, release, or any other event that affects laytime of the vessel. Procedures for assuring condition of loading line (full of tested product, all air bled and pressure packed) and gauging shore tanks, both before and after loading. Procedures for preload discussion between Contractor, vessel, and QR to include, but not be limited to, prior three cargoes, cleaning procedures, loading plan, loading rates, sampling requirements, and after loading sampling and gauging. (Prior to loading sample, gauge and test intransit cargoes designated for load on top. Sample (1 gallon), gauge, and retain any other product on board, except for JP-7 or JP-TS.) All cargo quantities will be calculated and volume corrected both before and after loading. Procedures for commencement of loading into one tank (up to 3 feet). Then switching to at most two other vessel tanks during sampling and testing (Table I). Procedures for the transportation of samples from vessel to the testing facility. Monitoring the loading from source to vessel, investigating irregularities immediately, stopping loading if necessary. Procedures for investigating discrepancies in quality (mandated if off_specification or out of testing tolerance) and quantity (mandated if ship to shore variance is greater than 0.5 percent or figures suspect) on loaded conveyance.
- (C) For both f.o.b. origin and destination supplied tankers/barges. Procedures for immediately notifying the QR when irregularities occur or are suspected and on all occasions when loading is interrupted. Procedures for completing and distributing required documentation prior to release of the vessel. Documentation includes DD Form 250-1 and DD Form 250-1 continuation sheet, ullage reports, bills of lading, customs documentation, and results of quality/quantity investigations. <u>Authority to release a Government furnished vessel</u> rests with the Government QR after compliance and completion by the Contractor of all required operations, including the preparation of the DD Forms 250-1.

E1 CONT'D

- (x) **RECORDS AND REPORTS.** To include at a minimum, test reports on product and additives, additive blending and/or injection records, vessel port logs, vessel notice of readiness, calibration documents, and the DD Forms 250 and 250-1 and continuation sheet(s). These records and reports will include by whom, where, and how prepared, and retention information. The DD Form 250-1 and DD Form 250-1 continuation sheet(s) will be signed by the Contractor in the appropriate block before presenting to the QR). The DD Form 250 and DD Form 250-1 shall identify type, brand name, and amount of additive(s).
- (xi) **CORRECTIVE ACTION.** Actions to be followed to effect correction of any deficiency affecting product quality or quantity determination, such as handling of off-specification product (waivers, conveyance rejections, etc.). The corrective action procedures shall include notification of the QR.
- (4) The QCP shall identify one individual to serve as a point of contact for quality/quantity matters relating to the inspection system described in the plan.
 - (5) The Contractor is responsible for all inspection systems, QCPs, and product quality and quantity.
- (6) The Government QR will be available to review and discuss the Contractor's proposed QCP; however, the Contractor shall remain responsible for developing and describing acceptable quality control procedures.
- (b) The Contractor shall perform all inspection and acceptance tests required by the specifications of the supplies to be furnished under this contract or shall have such tests performed in a laboratory acceptable to the Government. When such tests are performed at origin on supplies to be accepted at destination, documentation that will enable verification of the original test results shall be provided to the Government at the time of acceptance.
- (c) The Contractor may inspect Government-furnished tankers and barges prior to loading unless specifically prohibited by the Government QR. All other shipping conveyances, exclusive of tankers or barges, shall be inspected by the Contractor prior to loading to determine suitability for loading. If the Contractor and the QR disagree as to the suitability for loading of Government furnished conveyance for supplies to be accepted at origin, the determination of the QR shall govern. Government-furnished transportation equipment that is unsatisfactory for loading shall be reported by the Contractor in accordance with the provisions of the SHIPMENT AND ROUTING clause. Procedures to determine suitability to load tank trucks and tank cars shall include but not be limited to visual inspection of interior compartments to assure cleanliness and dryness. Manifolds must be drained and be clean and dry for intended product.
- (d) When requested by the U.S. Government, the Contractor shall furnish no more than five (ten in the case of jet fuel) 1-gallon samples of liquid product or five 1-pound samples of solid or semi-solid product from any individual batch or lot of the supplies to be furnished under this contract. Such samples shall be furnished without charge to the Government and shall be packed, marked, and shipped by the Contractor, at its expense.
- (e) The Contractor shall keep all quality and quantity records, including DD Form 250-series documents, complete and available to the Government during the performance of this contract and for three years after final payment under this contract.
- (f) Immediately following award of this contract, the Contractor shall notify the QR of the source or sources of the supplies to be furnished under any item calling for delivery f.o.b. destination. The Contractor shall also notify the QR of any changes in source in sufficient time to permit inspection by the Government.
- (g) The inspection system and related operations provided or performed pursuant to this clause shall be subject to surveillance by the QR.

TABLE I

MINIMUM SAMPLING AND TESTING REQUIREMENTS⁽¹⁾

LOCATION	WHEN SAMPLED	TYPE OF SAMPLE	TYPE OF TEST
Refinery/Terminal Shipping Tank	Each Batch Prior to Commencement of Shipping	All Level or Single Tank Composite	A (2)
2. Shipping Line (All Modes):	Prior to Loading/Shipping	Line	
Dedicated Line			С
Common Line			В
3. Custody Transfer Point	Immediately After Start of Shipment	Line	С
Tanker/Barge/Pipeline Custody Transfer Point	During Loading/Shipment	Representative Sample See Note, paragraph E1.a.(iii)	Retain Only
5. Tanker/Barge/Pipeline Custody Transfer Point	Hourly	Line	Visual (3) plus additive analysis for FSII & SDA, if line injected
6. Tanker/Barge First-In	After maximum of 3 feet loaded	Spot	C - plus Particulate and additive analysis for FSII & SDA, if line injected
7. Tanker/Barge	After Loading	Each Compartment	Workmanship, Density
8. Tanker/Barge	After Loading	Multi-Tank Composite of Each Product Loaded	В
9. Tank Car/Truck Loading Rack	After change of source tank.	Line	C - plus additive analysis for FSII & SDA, if line injected
10. Tank Cars/Truck/ Intermodal Containers	After Filling	All-Level	Workmanship: When loading lubes and FSII

NOTES FOR TABLE I:

- (1) AT THE GOVERNMENT'S OPTION, FULL SPECIFICATION TESTING MAY BE REQUIRED AT THE CUSTODY TRANSFER POINT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FURNISH THE GOVERNMENT WITH SATISFACTORY EVIDENCE OF SPECIFICATION COMPLIANCE.
- (2) AFTER A TYPE C TEST ON AN UPPER, MIDDLE, AND LOWER SAMPLE VERIFIES BATCH CONFORMANCE TO HOMOGENEITY REQUIREMENT. HOMOGENEITY REQUIREMENT IS DEFINED AS WHEN THE UPPER, MIDDLE, AND LOWER SAMPLE TEST RESULTS (MINIMUM DENSITY/API GRAVITY) FALL WITHIN THE REPRODUCIBILITY LIMIT ESTABLISHED BY THE TEST METHOD.
- (3) CONTINUOUS IN-LINE ANALYZERS (I.E., DENSITY AND/OR FLASH POINT) ARE ACCEPTABLE, IN LIEU OF HOURLY EVALUATIONS, IF QUALITY IS ASSURED. WHEN CONTINUOUS IN-LINE ANALYZERS ARE PRESENT IN THE SYSTEM, THE CONTRACTOR SHALL PROVIDE ITS QUALITY CONTROL PROCEDURES AT TIME OF OFFER TO THE CONTRACTING OFFICER FOR DETERMINATION OF ACCEPTABILITY.

E1 CONT'D

TABLE II

SAMPLE RETENTION

TYPE OF SAMPLE	MINIMUM QUANTITY	RETENTION PERIOD					
Bulk Additives	2 Liters	Until Receipt and Quality Verification of New Lot/Batch					
Drummed Additives	1 Liter	When Stocks Exhausted					
Shipping Tank(s)	20 Liters - for Aviation Fuels and Lubricating Oils	45 Days					
	10 Liters - for all other Fuels						
Composite Line	20 Liters - for Aviation Fuels and	45 Days					
(Tanker/Barge)	Lubricating Oils						
	10 Liters - for all other Fuels						
Composite Line	20 Liters - for Aviation Fuels and	45 Days					
(Pipeline)	Lubricating Oils						
	10 Liters - for all other Fuels						
Tank Truck/Car,	1 Liter	15 Days					
Intermodal Container		(Lubes - 45 days)					
Tanker/Barge Composite	20 Liters - for Aviation Fuels and Lubricating Oils	45 Days					
	10 Liters - for all other Fuels						
Tanker/Barge Each Compartment	0.5 Liter	45 Days					

TABLE III

DEFINITIONS OF TEST SERIES

I. TYPE A: Includes all specification quality conformance tests plus any additional contractual requirements.

II. TYPE B & C: As shown in the table below for each product. Properties and test methods will be in accordance with the product specification for each grade identified in the solicitation/contract.

	AVGAS		TURBINE FUELS		MOGAS		DIESELS/ KEROSENE	BURNER FUELS		LUBES		FSII	
TEST PROPERTIES	В	С	В	C	В	С	В	C	В	C	В	С	C
Appearance	*	*	*	*	*	*	*	*			*	*	*
Particulate content	*		*								*		
Filtration Time			*										
Color	*	*	*	*	*	*	*	*			*	*	
Density <i>or</i> API Gravity Or Specific Gravity	*	*	*	*	*	*	*	*	*	*	*	*	*
Distillation	*		*		*		*						
Corrosion, Copper Strip	*		*		*								
Existent Gum	*		*		*								
Carbon Residue							*		*				
Lean or Rich Ratings	*												
Reid Vapor Pressure	*		*		*								
Water Reaction			*										
Lead Content	*												
Freeze Point			*										
Flash Point			*	*			*	*	*	*	*	*	
FSII Content			*										
Microseparometer			*										
Conductivity			*										
Sediment & Water									*	*			
Viscosity									*		*	*	
Water Content					1				*		*	*	*
Foam Test											*	*(1)	*

E1 CONT'D

- * THE PROCEDURE TO BE USED FOR CONDUCTING THESE TESTS WILL BE AS STATED IN THE APPROPRIATE PRODUCT SPECIFICATION AND/OR CONTRACT.
- (1) Only ASTM D 892 sequences 1 and 2 will be performed.

CONVERSION CHART FOR TANK CARS, TANK TRUCKS, AND INTERMODAL CONTAINERS⁽¹⁾

TABLE IV

	PRODUCT TO BE LOADED				
LAST	JET FUEL	JET FUEL	DIESEL FUEL	LUBRICATING	FSII
PRODUCT	JP-4	JP-5	F76 (B)	OILS	ran
CARRIED (2)	JET B	JP-8	DF-1, 2	OILS	
CARRIED (2)	MOGAS	JET A/A1	DL-1, 2 DL-1, 2		
	AVGAS	DF-A, DL-A	DL-1, 2		
	AVGAS	DFW			
		KSN, KS1			
AVGAS		HIST I, HIST			
MOGAS	DRAIN	STEAM	STEAM	STEAM	STEAM
JP-4	EMPTY	DRY	DRY	DRY	DRY
JET B					
JP-8, JP-5	DRAIN	DRAIN	DRAIN	STEAM	STEAM
JET A/A1	EMPTY	EMPTY	EMPTY	DRY	DRY
DF-A, DL-A	(B)	(B)	(C)	(B)	(B)
DFW, KSN, KS1					
F-76					
DF-1, -2	STEAM	DRAIN	DRAIN	STEAM	STEAM
DL-1, -2	DRY	EMPTY	EMPTY	DRY	DRY
ASTM D 975	(B)	(B)	(C)	(B)	(B)
NO. 1D, 2D					
ASTM D 396					
NO. 1, 2					
ASTM D 396					
NO. 4L, 4, 5L, 5H,	NO LOAD	NO LOAD	NO LOAD	NO LOAD	NO LOAD
6					
IFOs					
ASTM D 975					
NO. 4D				22.27	
LUBRICATING	NOTOLD	NOTOLD	CEE AM DDW	DRAIN	NOTOLD
OILS	NO LOAD	NO LOAD	STEAM DRY	EMPTY (A)	NO LOAD
JET FUEL	DRAIN	DRAIN	DRAIN	STEAM	STEAM
JPTS, JP-7	EMPTY	EMPTY	EMPTY	DRY	DRY
FSII	DRAIN	DRAIN	DRAIN	STEAM	DRAIN
	EMPTY	EMPTY	EMPTY	DRY	EMPTY

NOTES FOR TABLE IV:

- (1) When required, drain and empty includes the pump(s), filter(s), meter(s), and hose(s) as applicable.
- (2) If a product is not listed in this column, permission to load and conveyance preparations require a waiver.
- (A) Applicable only when loading the same specification lubricating oils; otherwise, steam and dry.
- (B) If previous cargo contained dye marker, all traces of color must be removed.
- (C) If product to be loaded does not contain dye, the vehicle must not contain any traces of dye prior to loading.

E5 INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996)

- (a) **DEFINITION. Supplies**, as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government, for acceptance, only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.
- (c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.
- (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; PROVIDED, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.
- (e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.
- (2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.
- (f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.
- (g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.
- (h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.
- (i) (1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.
- (2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.
- (j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.
- (k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

E5 (CONT'D)

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; PROVIDED, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contractor Gofficer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(FAR 52.246-2)

E14.02 INSPECTION AND ACCEPTANCE (BULK/SPR) (DESC MAR 1996)

On f.o.b. origin deliveries, acceptance of the supplies furnished hereunder will take place at origin, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance. On f.o.b. destination deliveries, acceptance of the supplies furnished hereunder will take place at destination, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance. Acceptance occurs when the authorized Government Representative signs the Material Inspection and Receiving Report (DD Form 250 series). The office responsible for inspection, on behalf of the Government, shall be as follows:

SOURCE OF PRODUCT ITEM(S) AND/OR SHIPPING POINT

INSPECTOR(S)

(DESC 52.246-9FH5)

E35.02 REQUESTS FOR WAIVERS AND DEVIATIONS (DESC JUN 1997)

- (a) The following procedures apply to requests for specification waivers.
- (1) Requests for waivers and deviations shall be submitted by the Contractor to the Contracting Officer with a copy to the Quality Representative (QR). Each request shall provide the following information: Contractor name; contract number; contract line item and product, if applicable; clause number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the corrective action being taken by the Contractor to correct and prevent recurrence of the condition(s) causing the nonconformance; and equitable price adjustment offered over the administrative fee. In extraordinary situations, the Contractor may initially submit the request for a deviation or waiver through the cognizant QR to the Contracting Officer or the Contracting Officer's Representative (COR) in the Bulk Fuels Business Unit, Product Technical and Standardization Division, Defense Energy Support Center (DESC). Extraordinary situation requests shall be submitted formally to the Contracting Officer prior to close of business of the next DESC normal workday. As used in this clause, the term "extraordinary situation" means the matter cannot await resolution until the DESC normal workday (0800 to 1630 hours), Monday through Friday Federal holidays excluded. In addition, if either the Contracting Officer or the COR cannot be reached, the Duty Officer shall be contacted and provided the necessary information to forward to the proper individuals as soon as possible. The Duty Officer's telephone number is (800) 286-7633, (703) 767-8420, or (DSN) 427-8420.
- (2) If the waiver is granted, the contract will be modified to provide an equitable price reduction or other adequate consideration commensurate with the waiver being granted. If the situation dictates, a waiver may be granted without prior agreement on price adjustment or other consideration subject to agreement by the Contractor, or its representative, to subsequent negotiation. Such agreement shall be documented on the receiving document or other appropriate correspondence. After negotiations, failure to agree on adequate consideration shall be a dispute concerning a question of fact within the meaning of paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS clause of this contract.

E35.02 (CONT'D)

- (3) If the waiver is granted and the nonconforming supplies are accepted, then in no event will consideration be less than \$250 to cover administrative costs, plus any additional cost of Government inspection or tests if reinspection or retest is necessary.
- (4) If the waiver is granted modifying this contract but the supplies accepted are nevertheless determined to be in conformity with contract specifications, the Contractor shall still be obligated to pay the consideration originally agreed upon in support of the waiver. If, however, this consideration exceeds \$500, a second contract modification shall be issued reducing the Contractor's obligation to \$500 (the administrative cost of issuing the two required modifications).
- (b) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to reject or to require correction under the INSPECTION OF SUPPLIES clause, then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to--
 - (1) Consideration commensurate with the extent of nonconforming supplies; and
 - (2) Cost of Government inspection or tests if reinspection or retest is necessary.

The administrative fee will apply to each claim letter issued for off-specification product delivered to an activity.

(DESC 52.246-9FR1)

E40.05 MATERIAL INSPECTION AND RECEIVING REPORT (DESC JAN 1998)

(a) One copy of the documents and reports listed below shall be mailed to-

ATTN DESC-BPE(LR) ROOM 2954 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J KINGMAN ROAD SUITE 4950 FORT BELVOIR VA 22060-6222

- (b) Laboratory reports shall be in the Standard Report Format given in Attachment <u>6</u> for the Standardized Format for Use in Preparation of Product Test Reports. A laboratory report will represent the total quantity of product shipped from that batch in the shipping tank. Include, where applicable, information on any intermediate shipping or holding tanks with batch number designations used to define the product movement. Use the guidelines below to determine when to submit the laboratory reports.
- (1) **MARINE SHIPMENTS.** Submit a completed DD Form 250-1 for all products shipped. If more than one shipping tank was used for the lift, include a complete analysis of each shipment tank and clearly indicate the quantity of product drawn from each tank. Laboratory results can either be on the DD Form 250-1 or included as separate attachments. Insure test methods or test codes as defined in the Attachment are specified on the test report.
- (2) **PIPELINE SHIPMENTS.** Submit a completed DD Form 250, copy of order (DD Form 1155), and complete laboratory results for total quantity of product shipped from each shipping tank used to fill the order. Insure test methods or test codes as defined in the Attachment are specified on the test report.
- (3) **TRUCK AND RAIL CAR SHIPMENTS.** When loading from source tank has finished, submit one copy of the complete laboratory analysis for the source tank and attach all DD Forms 250 for product received from that source tank. Quantity on laboratory report should represent total volume delivered to the U.S. Government from that source tank and not the tank capacity. Insure test methods or test codes as defined in the Attachment are specified on the test report.

(DESC 52.246-9FG1)

SECTION F

F1 DELIVERY CONDITIONS FOR TANK CARS, BOXCARS, TRUCKS, TRANSPORT TRUCKS, TRUCKS AND TRAILERS, TANK WAGONS, PIPELINE, AND LIGHTERS (DESC NOV 1996)

- (a) On items calling for delivery at Contractor's refinery, terminal, or bulk plant f.o.b. tank car, boxcar, truck, transport truck, truck and trailer, tank wagon, pipeline, or lighter--
 - (1) Supplies ordered hereunder shall be delivered, at Contractor's expense, into equipment specified in the Schedule.
- (2) Unless otherwise specified in the Schedule, all deliveries shall be made upon the day specified in the order provided that the Contractor shall have received the order at least 48 hours prior to the day so specified, except for deliveries--
- (i) By pipeline (other than into vessel, dredge, or barge for use as ships' bunkers) for which the Contractor shall be given 15 days' notice prior to the date so specified; and
- (ii) Into vessel, dredge, or barge by any means of delivery including pipeline for use as ships' bunkers, for which deliveries the Contractor shall be given 24 hours' notice prior to the specific time delivery is to be made.
- (3) All packaged or drummed material to be delivered f.o.b. boxcar, truck, or lighter shall be loaded (braced and blocked where necessary) by the Contractor as follows:

(i) RAIL SHIPMENTS IN CONTINENTAL UNITED STATES AND ALASKA.

- (A) In accordance with the LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS clause.
- (B) To the extent there is no conflict between the standards mentioned in paragraph (a) of the LOADING,

BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS clause, when a freight advantage to the Government would result, the Contractor will load boxcars to maximum capacity, including multiple tiering.

- (ii) **TRUCK SHIPMENTS IN THE UNITED STATES.** In accordance with ICC Regulations and best commercial practices.
- (iii) RAIL SHIPMENTS AND TRUCK SHIPMENTS OVERSEAS, POSSESSIONS AND TERRITORIES. In accordance with best commercial practices and local regulations, or as indicated in the Schedule.
 - (iv) LIGHTER. In accordance with best commercial practices.
- (4) Except for supplies delivered f.o.b. boxcar, truck, or lighter, title to the supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass into the receiving conveyance. Title to supplies delivered f.o.b. boxcar, truck, or lighter, and risk of loss thereof, shall pass from the Contractor to the Government at the time the car, truck, or lighter is released to, and accepted by, the carrier.
- (b) On items calling for delivery f.o.b. destination by means of tank car, boxcar, truck, transport truck, truck and trailer, tank wagon, pipeline, or lighter--
- (1) Supplies ordered hereunder shall be delivered, all transportation charges paid, to the destination and by means of the transportation equipment specified in the Schedule or, if no specific destination is indicated in the Schedule, to the destination specified in the order. (For activities listed in DESC Handbook 4525.1 as last revised, the shipping addresses stated herein shall apply.) Delivery shall be accomplished at Contractor's expense into Government storage or into the type of receiving equipment otherwise specified in the Schedule or in the order, except for--
- (i) Delivery by tank car which shall be accomplished by spotting the car alongside the unloading manifold connection at the specified destination;
 - (ii) Delivery by boxcar which shall be accomplished at the specified destination as follows:
- (A) If such activity has a railroad siding, by spotting the car alongside the unloading platform or elsewhere at such destination as may be designated by the receiving activity; or
- (B) If such activity does not have a railroad siding at the unloading platform of the railroad siding serving such activity, and if the freight tariff provides for free pickup and delivery service, delivery shall be made to the activity specified in the order;
- (iii) Delivery by truck which shall be accomplished by spotting the truck at the unloading platform at the specified destination and by placing the drummed or packaged supplies at the tailgate of the truck; and
 - (iv) Delivery by lighter which shall be accomplished as indicated in the Schedule.

F1 (CONT'D)

- (2) Unless otherwise specified in the Schedule, all deliveries by tank car or boxcar shall be made within 24 hours from the time specified in the order, provided that such order shall have been received by the Contractor at least 120 hours prior to the time so specified; all other deliveries, except as hereinafter indicated, shall be made on the day specified in the delivery order and unless otherwise authorized by the receiving activity during normal working hours of such activity, provided that such order shall have been received by the Contractor at least 48 hours prior to the days so specified. Pipeline deliveries (except those into vessel, dredge, or barge) shall be made on the day specified in the delivery order, provided the order shall have been received by the Contractor at least 15 days prior to the day so specified. Delivery into vessels, dredges, or barges from a marine service station or by means of transport truck, truck and trailer, tank wagon, or pipeline shall be made at the specific time specified in the order, provided that such order shall have been received by the Contractor at least 24 hours prior to the specific time such delivery is required to be made.
- (3) The Contractor shall not be required to deliver by transport truck or truck and trailer a quantity less than a full load nor into more than one storage tank, with the following exceptions:
- (i) An order placed under an item of this contract calling for delivery by transport truck of motor gasoline, fuel oil, diesel fuel, or kerosene, or, if this procurement is for Central America only, jet fuel, may require delivery of a quantity as low as 5,200 gallons whenever the activity is restricted either by a tank capacity or by a directive from receiving a larger quantity; and
- (ii) Where the Schedule provides for multiple drop delivery, the Contractor may be required to deliver into more than one storage tank. Where truck and trailer is the method of delivery specified, the Contractor may, at its option, make delivery by transport truck. In the case of deliveries in Alaska, where truck and trailer or transport truck is the method of delivery specified, the Contractor may, at its option, make delivery by tank wagon.
- (4) The Contractor shall not be required to deliver by tank wagon a quantity of less than 575 liters (or 150 gallons) but, at the Government's option, may be required to deliver into more than one storage tank.
- (5) When delivery of fuel oil or lubricating oil is made by tank car, such car shall be equipped with steam coils, if specified in the order, to facilitate the unloading of such product.
- (6) When delivery is made by tank wagon, such wagon shall be equipped with pump, meter, and a minimum of 100 feet (30 meters) of hose. Where delivery is made by transport truck or truck and trailer, such delivery equipment shall be equipped with a minimum of 15 feet of hose.
 - (7) When delivery is made by tank wagon, transport truck, or truck and trailer to a Government facility-
- (i) The Contractor shall provide properly maintained delivery equipment and properly trained delivery personnel to reasonably assure that delivery can be made without damage to vegetation and asphalt pavement adjacent to storage facilities being filled. The Contractor's delivery personnel who have not exercised reasonable care and delivery equipment which is poorly maintained, may be refused entrance to the installation by the installation Commander.
- (ii) The Contractor shall present delivery equipment and product in such condition at destination so as to permit complete off-loading within the prescribed free time.
- (8) Unless otherwise provided in the Schedule, free time for unloading trucks, transport trucks, or trucks and trailers shall be unlimited.
- (9) Except for supplies delivered by tank car, boxcar, truck, or lighter, title to supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass into the receiving facilities. Title to supplies delivered by tank car or boxcar, and risk of loss thereof, shall pass from the Contractor to the Government at the time the car is released by the carrier for unloading. Title to supplies delivered by truck, and risk of loss thereof, shall pass from the Contractor to the Government when the drummed or packaged supplies are removed from the truck. Title to supplies delivered by lighter, and risk of loss thereof, shall pass from the Contractor to the Government at the time the receiving vessel's tackle is attached to the supplies to be unloaded.

 (DESC 52.247-9FA1)

THE FOLLOWING CLAUSE APPLIES ONLY TO PIPELINE DELIVERIES:

F1.08 DELIVERY AND CONTRACT PERIODS (DOMESTIC BULK) (DESC APR 1986)

- (a) The period of this contract during which the Ordering Officer may order pursuant to the DELIVERY-ORDER LIMITATIONS SCOPE OF CONTRACT clause is from date of award through 30 SEP 2000.
 - (b) Notwithstanding (a) above, except at its option, the Contractor shall not be required to make delivery hereunder 1 OCT 1999.
- (c) Insofar as practicable, the Government will attempt to lift in approximately equal monthly quantities. Except at its option, a supplier which offered product over the period <u>1 OCT 1999</u> through <u>30 SEP 2000</u> shall not be required to--
- (1) Make deliveries of any grade of product at a daily rate in excess of the contract quantity of such grade of product for delivery at or shipment from each designated refiner or bulk plant location divided by 365 days; or
- (2) Accumulate any such product at any such location and to subsequently make deliveries in excess of <u>8.33%</u> in any one month of the contract quantity of the applicable grade of product; provided, however, that where the maximum quantity available for individual deliveries as specified in the contract is greater than <u>8.33</u> percent per month, the supplier will accumulate any such product at any such location and subsequently make deliveries equal to the specified maximum quantity available for individual deliveries and, provided further, that the supplier will be required to make delivery in excess of <u>8.33%</u> per month if the delivery is to be made f.o.b. tanker at origin and no other quantities have been ordered for delivery during the applicable month and the 30,000 barrels minimum, under (d) below, is greater than such <u>8.33%</u> quantity.
- (d) Except at its option, the Contractor shall not be required to deliver f.o.b. tanker at origin in any one delivery a quantity of product(s) less than 30,000 barrels, except when the minimum quantity available for individual deliveries as specified in the contract is less than 30,000 barrels, or when on the last delivery, the quantity available pursuant to the DELIVERY-ORDER LIMITATIONS SCOPE OF CONTRACT clause is less than 50,000 barrels.

(DESC 52.242-9FB5)

THE FOLLOWING CLAUSE APPLIES ONLY TO TANK TRUCK DELIVERIES: (SEE SCHEDULE FOR AK JP4/JAB)

F1.08.100 DELIVERY AND CONTRACT PERIODS (DOMESTIC BULK) (DESC APR 1986)

- (a) The period of this contract during which the Ordering Officer may order pursuant to the DELIVERY-ORDER LIMITATIONS SCOPE OF CONTRACT clause is from date of award through <u>30 SEP 2000</u>.
- (b) Notwithstanding (a) above, except at its option, the Contractor shall not be required to make delivery hereunder prior to **1 OCT 1999.**
- (c) Insofar as practicable, the Government will attempt to lift in approximately equal monthly quantities. Except at its option, a supplier which offered product over the period **01 OCT 1999** through **30 SEP 2000** shall not be required to--
- (1) Make deliveries of any grade of product at a daily rate in excess of the contract quantity of such grade of product for delivery at or shipment from each designated refiner or bulk plant location divided by 260 days; or
- (2) Accumulate any such product at any such location and to subsequently make deliveries in excess of <u>8.33%</u> in any one month of the contract quantity of the applicable grade of product; provided, however, that where the maximum quantity available for individual deliveries as specified in the contract is greater than <u>8.33</u> percent per month, the supplier will accumulate any such product at any such location and subsequently make deliveries equal to the specified maximum quantity available for individual deliveries and, provided further, that the supplier will be required to make delivery in excess of <u>8.33%</u> per month if the delivery is to be made f.o.b. tanker at origin and no other quantities have been ordered for delivery during the applicable month and the 30,000 barrels minimum, under (d) below, is greater than such <u>8.33%</u> quantity.
- (d) Except at its option, the Contractor shall not be required to deliver f.o.b. tanker at origin in any one delivery a quantity of product(s) less than 30,000 barrels, except when the minimum quantity available for individual deliveries as specified in the contract is less than 30,000 barrels, or when on the last delivery, the quantity available pursuant to the DELIVERY-ORDER LIMITATIONS SCOPE OF CONTRACT clause is less than 50,000 barrels.

(DESC 52.242-9FB5)

THE FOLLOWING CLAUSE APPLIES ONLY TO BARGE/TANKER DELIVERIES:

F1.08.200 DELIVERY AND CONTRACT PERIODS (DOMESTIC BULK) (DESC APR 1986)

- (a) The period of this contract during which the Ordering Officer may order pursuant to the DELIVERY-ORDER LIMITATIONS SCOPE OF CONTRACT clause is from date of award through 30 SEP 2000.
- (b) Notwithstanding (a) above, except at its option, the Contractor shall not be required to make delivery hereunder prior to. **1 OCT 1999.**
- (c) Insofar as practicable, the Government will attempt to lift in approximately equal monthly quantities. Except at its option, a supplier which offered product over the period <u>1 OCT 1999</u> through <u>30 SEP 2000</u> shall not be required to—a ccumulate any such product at any such location and to subsequently make deliveries in excess of <u>8.33%</u> in any one month of the contract quantity of the applicable grade of product; provided, however, that where the maximum quantity available for individual deliveries as specified in the contract is greater than <u>8.33</u> percent per month, the supplier will accumulate any such product at any such location and subsequently make deliveries equal to the specified maximum quantity available for individual deliveries and, provided further, that the supplier will be required to make delivery in excess of <u>8.33%</u> per month if the delivery is to be made f.o.b. tanker at origin and no other quantities have been ordered for delivery during the applicable month and the 30,000 barrels minimum, under (d) below, is greater than such <u>8.33%</u> quantity.
- (d) Except at its option, the Contractor shall not be required to deliver f.o.b. tanker at origin in any one delivery a quantity of product(s) less than 30,000 barrels, except when the minimum quantity available for individual deliveries as specified in the contract is less than 30,000 barrels, or when on the last delivery, the quantity available pursuant to the DELIVERY-ORDER LIMITATIONS SCOPE OF CONTRACT clause is less than 50,000 barrels.

(DESC 52.242-9FB5)

THE FOLLOWING CLAUSE APPLIES ONLY TO EIELSON AFB AK JP8 DELIVERIES:

F1.08.300 DELIVERY AND CONTRACT PERIODS (DOMESTIC BULK) (DESC APR 1986)

- (a) The period of this contract during which the Ordering Officer may order pursuant to the DELIVERY-ORDER LIMITATIONS SCOPE OF CONTRACT clause is from date of award through <u>30 APR 2000</u>.
- (b) Notwithstanding (a) above, except at its option, the Contractor shall not be required to make delivery hereunder prior to **1 OCT 1999.**
- (c) Insofar as practicable, the Government will attempt to lift in approximately equal monthly quantities. Except at its option, a supplier which offered product over the period <u>1 OCT 1999</u> through <u>30 APR 2000</u> shall not be required to--
- (1) Make deliveries of any grade of product at a daily rate in excess of the contract quantity of such grade of product for delivery at or shipment from each designated refiner or bulk plant location divided by <u>212</u> days; or
- (2) Accumulate any such product at any such location and to subsequently make deliveries in excess of 14.29% in any one month of the contract quantity of the applicable grade of product; provided, however, that where the maximum quantity available for individual deliveries as specified in the contract is greater than 14.29 percent per month, the supplier will accumulate any such product at any such location and subsequently make deliveries equal to the specified maximum quantity available for individual deliveries and, provided further, that the supplier will be required to make delivery in excess of 14.29% per month if the delivery is to be made f.o.b. tanker at origin and no other quantities have been ordered for delivery during the applicable month and the 30,000 barrels minimum, under (d) below, is greater than such 14.29% quantity.
- (d) Except at its option, the Contractor shall not be required to deliver f.o.b. tanker at origin in any one delivery a quantity of product(s) less than 30,000 barrels, except when the minimum quantity available for individual deliveries as specified in the contract is less than 30,000 barrels, or when on the last delivery, the quantity available pursuant to the DELIVERY-ORDER LIMITATIONS SCOPE OF CONTRACT clause is less than 50,000 barrels.

(DESC 52.242-9FB5)

THE FOLLOWING CLAUSE APPLIES ONLY TO FT WAINWRIGHT AK JP8 DELIVERIES:

F1.08.400 DELIVERY AND CONTRACT PERIODS (DOMESTIC BULK) (DESC APR 1986)

- (a) The period of this contract during which the Ordering Officer may order pursuant to the DELIVERY-ORDER LIMITATIONS SCOPE OF CONTRACT clause is from date of award through 30 SEP 2000.
- (b) Notwithstanding (a) above, except at its option, the Contractor shall not be required to make delivery hereunder prior to **1 MAY 2000.**
- (c) Insofar as practicable, the Government will attempt to lift in approximately equal monthly quantities. Except at its option, a supplier which offered product over the period <u>1 MAY 2000</u> through <u>30 OCT 2000</u> shall not be required to--
- (1) Make deliveries of any grade of product at a daily rate in excess of the contract quantity of such grade of product for delivery at or shipment from each designated refiner or bulk plant location divided by 182 days; or
- (2) Accumulate any such product at any such location and to subsequently make deliveries in excess of 16.67% in any one month of the contract quantity of the applicable grade of product; provided, however, that where the maximum quantity available for individual deliveries as specified in the contract is greater than 16.67 percent per month, the supplier will accumulate any such product at any such location and subsequently make deliveries equal to the specified maximum quantity available for individual deliveries and, provided further, that the supplier will be required to make delivery in excess of 16.67% per month if the delivery is to be made f.o.b. tanker at origin and no other quantities have been ordered for delivery during the applicable month and the 30,000 barrels minimum, under (d) below, is greater than such 16.67% quantity.
- (d) Except at its option, the Contractor shall not be required to deliver f.o.b. tanker at origin in any one delivery a quantity of product(s) less than 30,000 barrels, except when the minimum quantity available for individual deliveries as specified in the contract is less than 30,000 barrels, or when on the last delivery, the quantity available pursuant to the DELIVERY-ORDER LIMITATIONS SCOPE OF CONTRACT clause is less than 50,000 barrels.

(DESC 52.242-9FB5)

THE FOLLOWING CLAUSE APPLIES ONLY TO GALENA APT JP8 DELIVERIES:

F1.08.500 DELIVERY AND CONTRACT PERIODS (DOMESTIC BULK) (DESC APR 1986)

- (a) The period of this contract during which the Ordering Officer may order pursuant to the DELIVERY-ORDER LIMITATIONS SCOPE OF CONTRACT clause is from date of award through <u>30 SEP 2000</u>.
- (b) Notwithstanding (a) above, except at its option, the Contractor shall not be required to make delivery hereunder prior to **1 JUN 2000.**
- (c) Insofar as practicable, the Government will attempt to lift in approximately equal monthly quantities. Except at its option, a supplier which offered product over the period <u>1 JUN 2000</u> through <u>30 OCT 2000</u>shall not be required to--
- (1) Make deliveries of any grade of product at a daily rate in excess of the contract quantity of such grade of product for delivery at or shipment from each designated refiner or bulk plant location divided by **151** days; or
- (2) Accumulate any such product at any such location and to subsequently make deliveries in excess of $\underline{20.00\%}$ in any one month of the contract quantity of the applicable grade of product; provided, however, that where the maximum quantity available for individual deliveries as specified in the contract is greater than $\underline{20.00}$ percent per month, the supplier will accumulate any such product at any such location and subsequently make deliveries equal to the specified maximum quantity available for individual deliveries and, provided further, that the supplier will be required to make delivery in excess of $\underline{20.00\%}$ per month if the delivery is to be made f.o.b. tanker at origin and no other quantities have been ordered for delivery during the applicable month and the 30,000 barrels minimum, under (d) below, is greater than such $\underline{20.00\%}$ quantity.
- (d) Except at its option, the Contractor shall not be required to deliver f.o.b. tanker at origin in any one delivery a quantity of product(s) less than 30,000 barrels, except when the minimum quantity available for individual deliveries as specified in the contract is less than 30,000 barrels, or when on the last delivery, the quantity available pursuant to the DELIVERY-ORDER LIMITATIONS SCOPE OF CONTRACT clause is less than 50,000 barrels.

(DESC 52.242-9FB5)

F1.09 DETERMINATION OF QUANTITY (DESC NOV 1997)

- (a) QUANTITY. The quantity of supplies furnished under this contract shall be determined as follows:
 - (1) **DELIVERIES INTO OR BY TANKER/BARGE**.
 - (i) F.O.B. ORIGIN.
- (A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--
 - (a) Shore tank measurements; or
 - (b) Calibrated meter.
 - (B) The Government will have the right to have a representative present to witness the measurement of quantity.

(ii) F.O.B. DESTINATION.

- (A) On items requiring delivery on an f.o.b. destination basis, the quantity shall be determined (at the Government's option) on the basis of receiving shore tank measurements.
 - (B) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(2) **DELIVERIES INTO OR BY PIPELINE**.

(i) F.O.B. ORIGIN.

- (A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--
 - (a) Calibrated meter; or
 - (b) Shipping tank measurements.
 - (B) The Government will have the right to have a representative present to witness the measurement of quantity.

(ii) F.O.B. DESTINATION.

- (A) On items requiring delivery on an f.o.b. destination basis, the quantity shall be determined (at the Government's option) on the basis of--
 - (a) Receiving tank measurements; or
 - (b) Calibrated meter (if the facility is so equipped).
 - (B) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.
- (iii) **F.O.B. JUNCTION**. On items requiring delivery f.o.b. junction of Contractor-owned or controlled pipeline and Government-owned or controlled pipeline, the quantity shall be determined (at the Government's option) on the basis of--
 - (A) Calibrated meter; or
- (B) Shipping tank measurements. Pipeline between shipping tank and f.o.b. point shall be full at the time of tank gaugings.
 - (C) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(3) DELIVERIES INTO OR BY RAIL TANK CAR.

(i) F.O.B. ORIGIN.

- (A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--
 - (a) Calibrated meter; or
 - (b) Weight, using calibrated scales; or
 - (c) The certified capacity table for the rail tank car.
 - (B) The Government will have the right to have a representative present to witness the measurement of quantity.
- (ii) **F.O.B. DESTINATION**. On items requiring delivery on an f.o.b. destination basis, the quantity of supplies furnished under this contract shall be determined (at the Government's option) on the basis of--
 - (A) The certified capacity table of the rail tank car received; or
 - (B) Weight, using calibrated scales; or
 - (C) Calibrated meter.
 - (D) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(4) DELIVERIES INTO OR BY TANK TRUCK/TRUCK AND TRAILER/TANK WAGON.

(i) F.O.B. ORIGIN.

- (A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--
 - (a) Certified capacity tables of the conveyance loaded; or
 - (b) Calibrated meter; or
 - (c) Weight, using calibrated scales.
 - (B) The Government has the right to have a representative present to witness the measurement of quantity.

F1.09 (CONT'D)

(ii) F.O.B. DESTINATION.

- (A) In any case, at the Government's option, quantity may be determined at the receiving activity on the basis of—
 - (a) Weight, using calibrated scales; or
 - (b) A calibrated meter on the receiving tank system.
- (B) If the Government does not elect to use one of the methods in (A) above, the quantity shall be determined (at the Contractor's option) on the basis of--
 - (a) Calibrated meter;
 - (b) Certified capacity tables. The tables must be made available at the time of delivery;
- (c) Certified tank calibration markers. Certified tank calibration markers will not be accepted unless the conveyance is full to the marker and the entire quantity is delivered; or
- (d) The net quantity determined at the loading point by a calibrated loading rack meter or calibrated scales. This quantity must be mechanically imprinted on the loading rack meter ticket that is generated by the loading rack meter or calibrated scales. If this method is used, the Government reserves the right to redetermine the quantity received at time of delivery by gauging the receiving tank before and after delivery.

(iii) WATER BOTTOMS.

- (A) Every delivery must be free of all water bottoms prior to discharge; and
- (B) The Contractor is responsible for their removal and disposal.
- (b) VOLUME CORRECTION. Volume correction to gallons at 60°F (or liters at 15°C) is required for-
 - (1) All product volumes measured in storage tanks, tankers, barges, pipeline tenders, and rail tank cars.
- (2) All product volumes of chemicals, residual fuels, and lubricating oils measured in tank trucks, trucks and trailers, and tank wagons. For this purpose, residual fuels are any products with a viscosity equal to or greater than a regular (not light) No. 4 Fuel Oil (ASTM D 396).
- (3) All other volumes of fuels and fuel oils measured in tank trucks, trucks and trailers, and tank wagons which are in excess of 3,500 gallons.
- (c) **MEASUREMENT STANDARDS**. All measurements and calibrations made to determine quantity shall be in accordance with the most recent edition of the API Manual of Petroleum Measurement Standards (MPMS) Outside the U.S., other technically equivalent national or international standards may be used. Certified capacity tables shall mean capacity tables prepared by an independent inspector or any independent surveyor. In addition, the following specific standards will be used as applicable:
- (1) API MPMS Chapter 11.1, Volume Correction Factors (API 2540/AASTM D 1250/IP 200/ISO 91-1). Either the printed version or the computer subroutine versions of the standard may be used. In case of disputes, the computer subroutine shall be the referee method.
 - (i) For crude oils, JP4, and Jet B, use Volume I, Tables 5A and 6A (or Volume VII Tables 53A and 54A).
 - (ii) For lubricating oils, use Volume XIII, Tables 5D and 6D (or Volume XIV, Tables 53D and 54D).
 - (iii) For all other fuels and fuel oils, use Volume II, Tables 5B and 6B (or Volume VIII, Tables 53B and 54B).
- (iv) For chemicals/additives use Volume III, Table 6C (or Volume IX, Table 54C), or volume correct in accordance with the product specification.
- (v) Volume XII, Table 52, shall be used to convert cubic meters at 15°C to barrels of 60°F. Convert liters at 15°C to cubic meters at 15°C by dividing by 1,000. Convert gallons at 60°F to barrels at 60°F by dividing by 42. Should foreign law restrict conversion by this method, the method required by law shall be used.
 - (vi) If the original measurement is by weight and quantity is required in U.S. gallons, then-
 - (A) Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60° F.
 - (B) Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60°F.
- (2) **API MPMS, Chapter 4, Proving Systems.** All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.
- (3) **API MPMS Chapter 12, Calculation of Petroleum Quantities**. All calculations of net quantities shall be made in accordance with this chapter. Outside the U.S., use of a tank shell correction factor is not required unless its use is a customary practice for custody transfer. (DESC 52.211-9F95)

NOTE: SANTA FE PACIFIC PIPELINE (SFPPL) IS NOW KINDER MORGAN PIPELINE SYSTEM:

F1.29 DETERMINATION OF QUANTITY FOR SANTA FE PACIFIC PIPELINE USERS (DESC MAY 1995)

For offers f.o.b. origin Santa Fe Pacific Pipeline - North Line gathering system--

- (a) The quantity of supplies furnished under this contract shall be determined as follows:
- (1) On items calling for delivery at Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis into pipeline, Santa Fe Pacific Pipeline (SFPP) meters shall be used.
- (2) The Contractor's shipping tank measurements shall be taken before and after each delivery and will be used at the Government's option in the event SFPP meters fail or are otherwise determined to be unacceptable.
- (b) All shipping tank measurements made pursuant to (a) above shall be in accordance with procedures prescribed in API Standards 2543, Method of Measuring the Temperature of Petroleum and Petroleum Products, 1965 (Redesignated ASTM D 1086-64), and API Standard 2545, Method of Gaging Petroleum and Petroleum Products, 1965 (Redesignated Chapter 3.1 and 3.2, API Manual of Petroleum Standards and ASTM D 1085-65). Testmaster Water Indicating Paste manufactured by Steward Hall Chemical Corp., 222 Washington, Mount Vernon, NY 10553, or an equivalent paste capable of providing a reliable sharp color change in water bottoms comprised of 50 percent fuel system icing inhibitors, shall be used for obtaining water cuts in Aviation Turbine Fuelstocks containing fuel system icing inhibitor (Ethylene Glycol Monomethyl Ether or Diethylene Glycol Monomethyl Ether). The product volume measured in storage tanks and pipeline tenders will be corrected to a standard temperature of 60°F in accordance with the most recent edition of Tables 5 and 6 of the ASTM D 1250, IP-200 and API 2540. The "B" designated tables will be used for all products except--
 - (1) CRUDE OILS AND JP4: Use "A" designated tables.
 - (2) LUBRICATING OILS: Use "D" designated tables.

Extrapolated versions of these tables used by the SFPP are acceptable.

(c) The gross and net quantity, the initial and corrected API gravity, and the temperature at which the product was measured will be indicated on the shipping document.

(DESC 52.211-9FC1)

F14 SHIPMENT AND ROUTING (DESC JUN 1990)

- (a) The Contractor shall make shipments of the supplies called for by this contract, or ordered hereunder, if this is an indefinite delivery contract, by the method specified in the Schedule, to the delivery point, in the quantity, and according to the delivery date specified in the order or in the Schedule.
- (b) On items calling for delivery at Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, transportation equipment will be furnished by the Government; provided, however, that the Contractor shall, without additional cost to the Government, arrange to obtain any railway boxcars required for shipments to be made hereunder. Whenever any item of the Schedule specifies delivery by more than one method, selection of the method to be used shall be at Government's option. Government-furnished transportation equipment that Contractor finds unsatisfactory for loading shall be reported as follows:
 - (1) TANKERS AND BARGES. Report to the Quality Representative (QR).
- (2) **TANK CARS.** Report to the QR and by wire (Government rate collect) to Commander, Eastern Area, Military Traffic Management Command, ATTN: MTE-INR-O, Bayonne, NJ 07002. Any shortage or overage of tank cars shall be similarly reported.
- (3) **PIPELINE, TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS.** Report to the Quality Representative and to carrier's general office, or to home base or station, of such equipment.
- (4) If the supplies are for the Defense Fuel Supply Center, also report in each case above to the Defense Fuel Region having jurisdiction over the territory in which shipment originates.
- (c) If the supplies are to be delivered f.o.b. pipeline, barge, tank car, boxcar, truck, transport truck, truck and trailer, or tank wagon at Contractor's refinery, terminal, or bulk plant--
- (1) The Contractor shall ship the supplies under Government Bills of Lading, which will be furnished or arranged for by the Defense Fuel Region placing orders, unless otherwise specified. If requested by the Government, the Contractor shall prepare Government Bills of Lading.
- (2) The Contractor shall comply with transportation and routing instructions furnished by the Defense Fuel Region. Such instructions will include carrier names, routes, route order numbers, and other pertinent shipment information. The Contractor shall be responsible for the scheduling of commercial transport trucks to its plant in accordance with such routing instructions and consonant with the applicable order. All charges due to Contractor caused delays at the loading facility, including improper equipment scheduling, will be the responsibility of the Contractor.

F14 (CONT'D)

- (3) On f.o.b. destination items involving multiple car or truck load shipments, the Contractor shall assign one shipment number for shipments of Petroleum made on the same day, to the same destination, against the same contract line item.
- (d) On all tank car and boxcar (carload only) shipments, whether delivery is made on an f.o.b. origin or f.o.b. destination basis, the Contractor shall send to the consignee at the time of shipment a prepaid telegraphic notice that shall indicate grade of product, date of shipment, car and seal numbers, bill of lading number, and net quantities.
- (e) The Contractor shall furnish serially numbered seals and effectively seal all tank cars, boxcars, transport trucks, trucks and trailers, tankers, and barges (where sea suction and overboard discharge valves exist), whether delivery is made on an f.o.b. origin or f.o.b. destination basis. The marking on the seal shall be indicated on all shipping documents.
- (f) (1) If Government-owned or leased tank cars are furnished, the Contractor will maintain records showing each day a car is received or forwarded by car number and will furnish this information to the Defense Fuel Regional Office upon receipt.
- (2) Bottom outlet gaskets and manway cover gaskets, when required due to deterioration or loss, shall be furnished and applied to tank cars by the Contractor.
- (3) The Contractor shall (i) inspect empty Government-owned tank cars located on the Contractor's premises and (ii) ship tank cars located on the Contractor's premises to repair facilities as directed by the Government.
- (g) Placards, as required by 49 CFR 172.506 and 49 CFR 172-508, shall be furnished and affixed to all tank cars and tank trucks by the Contractor unless placards are already affixed.
- (h) The Contractor shall inspect all shipping conveyances prior to loading to insure that product loaded will not be lost or contaminated by the condition of the equipment. Tank truck inspection must be performed by qualified Contractor personnel. Delegation of this responsibility shall not be passed to the tank truck operator/driver. The tank truck operator/driver may be permitted to physically load the tank truck; however, the loading operation must be under the surveillance and direction of Contractor personnel.

(DESC 52.247-9FH1)

F15 BARGE AND/OR T1 CLASS TANKER DEMURRAGE AND LOADING CONDITIONS (DESC MAR 1994)

On items calling for delivery f.o.b. barge and/or T1 Class tanker at origin--

(a) **DELIVERY DATES.**

- (1) Unless otherwise specified in the Schedule, orders placed under items of the Schedule calling for delivery f.o.b. barge and/or T1 Class tanker at Contractor's refinery, terminal, or bulk plant will be furnished to the Contractor at least 15 days in advance of the date on which delivery is to be made, which date is hereafter referred to as the "scheduled delivery date." Each order will specify the quantity to be delivered, the scheduled delivery date, and the cargo number, and, if then available, the name of the barge and/or T1 Class tanker (herein referred to as "vessel") to be loaded.
- (2) The scheduled delivery date may be revised by the Ordering Officer at any time and, unless the Contractor registers objections with the Ordering Officer within 72 hours of receipt of such revised scheduled delivery date, such revised date shall become the new agreed scheduled delivery date. At the time the Contractor registers any such objections, the Contractor must provide a date, subsequent to the date proposed by the Ordering Officer, which represents the earliest date the Contractor can provide a berth. The Ordering Officer must confirm or reject the alternate date provided by the Contractor within 72 hours of receipt of the Contractor's objection. If the Ordering Officer chooses to accept the alternate date provided in the Contractor's objection, such revised date shall become the new agreed scheduled delivery date. If the Ordering Officer chooses to reject the alternate date provided by the Contractor, the scheduled delivery date will return to the previously scheduled delivery date.
- (3) All communications regarding the establishment and revision of the scheduled delivery date and objections thereto shall be set down in writing at such time or promptly confirmed in writing.

(b) EXPECTED TIME OF ARRIVAL.

(1) **FOR WESTPAC/EUR/MED SHUTTLE OPERATIONS.** The vessel designated to lift the cargo will notify the Contractor (at the telex number provided by the Contractor or cause it to be notified when the Contractor does not provide a telex number) of its name and the expected hour of arrival of the barge at least 72 hours before the expected time of arrival and update this notification at 48 and 24 hour intervals before expected arrival.

F15 (CONT'D)

- (2) **FOR ALL OTHER VESSELS.** The vessel designated to lift the cargo will notify the Contractor at the telex number provided by the Contractor or cause it to be notified when the Contractor does not provide a telex number of the name and the expected hour of arrival of the vessel at least 24 hours before the expected time of arrival.
- (c) **LAYTIME.** The Contractor shall provide as soon as possible, but within 3 hours after receipt of notice of readiness to load from the vessel designated to load the cargo, a reachable berth free of cost to the Government, where the vessel can be safely moored and remain afloat at all times, for loading of the ordered supplies. Laytime shall commence, berth or no berth, either at the expiration of 3 hours after notice of readiness, or immediately when the vessel moors alongside, with or without notice of readiness, whichever first occurs; PROVIDED, however, that--
- (1) If the vessel is tendered for loading on a date earlier than the last scheduled delivery date as determined pursuant to paragraph (a) above, the Government scheduled vessel shall be loaded as soon as possible in its proper turn with other vessels, and laytime shall not commence until the vessel moors alongside or at 3:00 a.m. local time on the last agreed schedule delivery date, whichever first occurs.
- (2) If the vessel is tendered for loading later than noon on the day following the last agreed scheduled delivery date, as determined pursuant to paragraph (a) above, the vessel shall be loaded as soon as possible in its proper turn with other vessels. Laytime shall commence when the vessel moors alongside, provided a good faith effort is made by the Contractor to have the vessel loaded as soon as is reasonably possible under the circumstances prevailing at the time.
- (3) Laytime shall continue 24 hours a day, 7 days a week, without interruption from its commencement until loading of the vessel is completed and the vessel has been released for sailing by the Government Quality Representative.

(d) ALLOWED LAYTIME.

(1) **BASIC ALLOWED LAYTIME.** For cargo movements under DESC bulk petroleum contracts, the Contractor shall be allowed 1 hour for each 2.000 barrels loaded.

(2) INCREASES TO BASIC LAYTIME.

- (i) If, after laytime commences, the condition of the vessel to be loaded does not permit loading, such basic allowed laytime shall be increased by the duration of such delay.
- (ii) If the vessel is delayed in reaching its berth and the delay is caused by the fault of the vessel, such basic allowed laytime will be increased by the duration of such delay that occurred after laytime commenced.
- (iii) If regulations of the owner, operator of the vessel, Customs Officials, or Port Authority prohibit loading at any time after laytime commenced, time so lost shall be added to the basic allowed laytime.
- (iv) If for any reason the Contractor is delayed in loading the barge or there is a delay in releasing the vessel for sailing because of action of the U.S. Government that arises out of causes beyond the control and without the fault or negligence of the Contractor, such basic allowed laytime shall be increased by the duration of such delay.
- (v) If the vessel requests cargo tanks be cushioned or topped off during the loading process and the quantity of product cushioned or topped including the time spent cushioning/topping tanks is noted on the DD Form 250-1, Loading/Inspection Report, the basic allowed laytime shall be increased by the difference between the actual time taken to cushion/top tanks and the amount of time required to pump the same quantity of cushioned/topped product at the Contractor's actual loading rate exclusive of cushioning/topping time and cushioning/topping quantity.
- (vi) Contractor will be allowed up to 4 hours of additional laytime following removal of cargo hoses until vessel is released by the inspector in order to accomplish tasks required under the CONTRACTOR INSPECTION RESPONSIBILITIES clause.
- (vii) There will be no increases made to the basic allowed laytime (nor other reductions to any resulting demurrage time) for saved laytime arising out of other loadings.
- (viii) Delays, after commencement of laytime, attributed to causes beyond the control and without the fault or negligence of the Contractor or the U.S. Government will result in increasing basic allowed laytime for one half of the delay.
- (e) For all hours of laytime that elapse in excess of allowed laytime for loading provided for by paragraph (d) above, demurrage shall be paid by the Contractor as follows:
- (1) **TIME CHARTER VESSELS.** At the demurrage rate for the vessel loaded, computed to the nearest whole hour, as published by the Military Sealift Command, and in effect on the date loading of the vessel is completed.
 - (2) The demurrage rate set forth in the Carrier's Tender of Freight Services and Demurrage Invoice to the Government.
 - (3) **CONTRACT VESSELS.** At the hourly rate specified in the contract.
- (f) Hoses for loading a vessel shall be furnished, connected, and disconnected by the Contractor; loading arm shall be connected and disconnected by the Contractor.
- (g) Title to the supplies delivered and risk of loss thereof shall pass from the Contractor to the Government when the supplies pass the vessel's permanent hose connection. (DESC 52.247-9FB5)

F16.01 BARGE DEMURRAGE AND UNLOADING CONDITIONS (BULK) (DESC APR 1993)

On items calling for delivery f.o.b. destination by means of barge--

- (a) The term barge, as used herein, shall include lake tankers and coastal tankers, e.g., T-1 tankers.
- (b) The supplies ordered hereunder shall be delivered, all transportation charges paid, to the destination specified in the Schedule. Unless otherwise specified in the Schedule, orders placed under items of the Schedule calling for delivery f.o.b. destination by means of barge will be furnished the Contractor at least 15 days, plus the normal barge running time from point of loading to the destination in advance of the date on which delivery is to be made, which date is hereinafter referred to in this clause as the "scheduled delivery date." Each order will specify the quantity to be delivered and the scheduled delivery date. The scheduled delivery date may be changed by the Contractor at any time if the Ordering Officer approves.
- (c) Within 3 hours after issuance of Notice of Readiness (NOR) to unload by the Master or Mate of the vessel designated to discharge, the Government will provide, free of cost, a reachable safe berth for the tug and tow or self-propelled barge to be afloat at all times at the unloading port: PROVIDED, however, that if the receiving activity does not receive a barge's NOR to unload within 24 hours before or after noon of the latest approved scheduled delivery date, the Government will be allowed 12 hours after receipt of notice within which to provide a berth.
- (d) Unless otherwise provided in the Schedule, the Government shall be allowed and will complete unloading within laytime determined as follows: 1 hour for each 2,000 barrels of supplies to be unloaded, plus
- 1 1/2 hours; PROVIDED, however, that if the condition or facilities of the barge to be unloaded do not permit unloading within the number of hours so determined, such allowed laytime shall be increased by a number of hours sufficient to permit the unloading of the barge; PROVIDED, further, that when the barge is delayed in reaching its berth within 3 hours or 12 hours, as the case may be, from the time NOR to unload is given, and the delay is caused by the fault of the barge, such allowed laytime shall be increased by the duration of such delay; and PROVIDED, further, that if regulations of the owner or operator of the barge or Port Authorities prohibit unloading at any time, time so lost shall be added to the amount of such allowed laytime. Laytime shall commence either--
- (1) At the expiration of the notice period prescribed by (c) above (the 3 hours' or the 12 hours' notice, as the case may be), berth or no berth; or
- (2) Immediately upon the barge's arrival in berth (i.e., all fast), with or without NOR, whichever first occurs. Laytime shall continue 24 hours a day, 7 days a week, without interruption from its commencement, until unloading of the barge is completed and the hoses have been disconnected.
- (e) For all hours of laytime that elapse in excess of the allowed laytime for unloading provided for by (d) above, or as otherwise provided for in the Schedule, demurrage will be paid by the Government at the demurrage rate in the charter for the barge unloading, except (1) that such rate shall be reduced by 1/2 if demurrage is incurred due to causes beyond the control and without the fault and negligence of the Government; and (2) that the demurrage payable by the Government shall in no event exceed the actual demurrage expense incurred by the Contractor under the charter. For purposes of computing demurrage payable by the Government, if the laytime allowed in the charter is a combined total for both loading and discharging, 1/2 thereof shall be allocated to the unloading operation, except when less than a full cargo is unloaded, where such allocation shall be determined on a pro-rata basis.
- (f) In the event of breakdown of Contractor's equipment, which will prohibit unloading for at least two hours, the Contractor will be required to remove the equipment from the Government-provided berth, unless permission is granted by the Government to allow the equipment to remain on berth. When the Government grants permission for the Contractor equipment to remain on berth, the Contractor will be responsible to reimburse the Government for any cost incurred by the Government for furnishing personnel to remain with the barge during repair; PROVIDED further, that if the Contractor removes the equipment from the Government provided berth, NOR to unload will be again required as provided in (c) above.
 - (g) Hoses for unloading a barge will be furnished, connected, and disconnected by the Government.
- (h) Title to the supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass the permanent hose connections of the barge unloading the supplies.

(DESC 52.247-9FD1)

F18 F.O.B. DESTINATION (NOV 1991)

- (a) The term "f.o.b. destination," as used in this clause, means--
- (1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and
- (2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarded for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.
 - (b) The Contractor shall-
 - (1) (i) Pack and mark the shipment to comply with contract specifications; or
 - (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
 - (2) Prepare and distribute commercial bills of lading;
 - (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
 - (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
 - (6) Pay and bear all charges to the specified point of delivery.

(FAR 52.247-34)

F52 TANKER/OCEAN-GOING BARGE DEMURRAGE AND LOADING CONDITIONS (DESC NOV 1996)

On items calling for delivery f.o.b. tanker/ocean-going barge at origin--

(a) DELIVERY DATES.

- (1) Unless otherwise specified in the Schedule, orders placed under items of the Schedule calling for delivery f.o.b. tanker/ocean-going barge at Contractor's refinery, terminal, or bulk plant will be furnished to the Contractor at least 20 days in advance of the date on which delivery is to be made, which date is hereinafter referred to as the "scheduled delivery date." Each order will specify the quantity to be delivered, the scheduled delivery date, the cargo number, and, if then available, the name and size of the tanker/ocean-going barge (herein referred to as "vessel") to be loaded.
- (2) The scheduled delivery date may be revised by the Ordering Officer at any time and unless the Contractor registers objections with the Ordering Officer within 72 hours of receipt of such revised scheduled delivery date, such revised date shall become the new agreed scheduled delivery date. At the time the Contractor registers any such objections, the Contractor must provide a date, subsequent to the date proposed by the Ordering Officer, which represents the earliest date the Contractor can provide a berth. The Ordering Officer must confirm or reject the alternate date provided by the Contractor within 72 hours of receipt of the Contractor's objection. If the Ordering Officer chooses to accept the alternate date provided in the Contractor's objections, such revised date shall become the new agreed scheduled delivery date. If the Ordering Officer chooses to reject the alternate date provided by the Contractor, the scheduled delivery date will return to the previous scheduled delivery date.
- (3) All communications regarding the establishment and revision of the scheduled delivery date and objections thereto shall be set down in writing at such time or promptly confirmed in writing.
- (b) **EXPECTED TIME OF ARRIVAL.** The vessel designated to lift the cargo will notify the Contractor's load facility, at the telex/facsimile number provided by the Contractor, of the name and the expected hour of arrival of the vessel at least 72 hours before the expected time of arrival, and at additional intervals of 48 and 24 hours before expected arrival. When vessels are scheduled to load at more than one contract source within a port complex, the 72-48-24 hour notices will be provided by the vessels to all contract sources at the same time as the notice is provided to the first contract source and will stipulate the order of loading.

F52 (C0NT'D)

- (c) **LAYTIME.** The Contractor shall provide as soon as possible, but within 6 hours after issue of notice of readiness to load from the vessel designated to load the cargo, a reachable berth, free of cost to the Government, for the loading of supplies ordered, where at least vessels with a maximum draft of <u>36</u> feet can be safely moored and remain afloat at all times. When vessels are scheduled to load at more than one contract source within a port complex, notice of readiness will be provided once by the vessel to all contract sources simultaneously. Laytime shall commence, berth or no berth, either at the expiration of 6 hours after notice of readiness is received or immediately when the vessel moors alongside with or without notice of readiness, whichever first occurs; PROVIDED, however, that--
- (1) If the vessel is tendered for loading on a date earlier than the last agreed scheduled delivery date as determined pursuant to paragraph (a) above, the Government's vessel shall be loaded as soon as possible in its proper turn with other vessels, and laytime shall not commence until the vessel moors alongside or at 6:00 a.m. local time on the last agreed scheduled delivery date, whichever first occurs.
- (2) If the vessel is tendered for loading later than noon of the day following the last agreed scheduled delivery date, as determined pursuant to paragraph (a) above, the vessel shall be loaded as soon as possible in its proper turn with other vessels. Laytime shall commence when the vessel moors alongside, provided a good faith effort is made by the Contractor to moor the vessel in its turn with other vessels as loading berths become available. If the vessel is not moored in its proper turn with other vessels, laytime will commence at 6:00 a.m. on the date the Government vessel's turn occurred, regardless of whether the cargo is available.
- (3) For two or more contract sources within a port complex, laytime for the second or subsequent source begins when the vessel leaves the prior source. Laytime credit will be allowed for transit time between the prior and subsequent load source based on the actual transit time from the previous source to the subsequent source's loading berth or anchorage area if the berth is not available for the Government's vessel. In the event a berth is not available and the vessel is forced to anchorage, no additional laytime credit will be allowed when the vessel finally gets clearance to moor at the contractor's berth.
- (4) Laytime shall continue 24 hours a day, 7 days a week, without interruption from its commencement until the entire loading of the vessel cargo is completed and the vessel has been released for sailing by the Government Quality Representative.

(d) ALLOWED LAYTIME.

(1) **BASIC ALLOWED LAYTIME.** For cargo movements under DESC bulk petroleum contracts, the Contractor shall be allowed 36 hours of basic allowed laytime for loading a full vessel cargo. The 36 hours covers all operations for loading including cushioning and topping tanks. When partial vessel cargoes are to be loaded, a portion of the 36 hours basic laytime will be allocated to each loading port equal to the percentage of the total quantity loaded at each loading port or source.

(2) INCREASES TO BASIC ALLOWED LAYTIME.

- (i) If after laytime commences, the condition of vessel to be loaded does not permit loading, such basic allowed laytime shall be increased by the duration of such delay.
- (ii) If the vessel is delayed in reaching its berth and the delay is caused by the fault of the vessel, such basic allowed laytime will be increased by the duration of such delay which occurred after laytime commenced.
- (iii) After laytime commences, when vessels are required to dock at anchorage due to vessel delays such as vessel inspection and inerting, laytime credit will be allowed for transit time from anchors away at anchorage until first line ashore berthing, not to exceed 2 hours.
- (iv) If regulations of the owner or operator of the vessel prohibit loading at any time after laytime has commenced, time so lost shall be added to the basic allowed laytime.
- (v) If for any reason the Contractor is delayed in loading the vessel or there is a delay in releasing the vessel for sailing because of action of the U.S. Government that arises out of causes beyond the control and without the fault or negligence of the Contractor, such basic allowed laytime shall be increased by the duration of such delay.
- (vi) The Contractor will be allowed up to 4 hours of additional laytime following removal of cargo hoses until the vessel is released by the inspector in order to accomplish tasks required under the CONTRACTOR INSPECTION RESPONSIBILITIES clause.
- (vii) There will be no increase made to the basic allowed laytime (nor other reductions to any resulting demurrage time) for saved laytime arising out of other loadings.
- (viii) Delays, after commencement of laytime, attributed to causes beyond the control and without the fault or negligence of the Contractor or the U.S. Government will result in increasing basic allowed laytime for one-half of the delay.
- (e) For all hours of laytime which elapse in excess of allowed laytime for loading provided for by paragraph (d) above, demurrage shall be paid by the Contractor as follows:

F52 (CONT'D)

- (1) **USS, USNS, OR TIME CHARTERED VESSELS.** At the demurrage rate for the vessel loaded, computed to the nearest whole hour, as published by the Military Sealift Command, and in effect on the date loading of the vessel is completed.
- (2) **VOYAGE CHARTERED VESSELS.** At the demurrage rate cited in the charter, except that the demurrage payable by the Contractor shall in no event exceed the actual demurrage expense incurred by the Government under the charter;
- (f) Hoses for loading a vessel shall be furnished, connected, and disconnected by the Contractor; loading arms shall be connected and disconnected by the Contractor.
- (g) Title to the supplies delivered and risk of loss thereof shall pass from the Contractor to the Government when the supplies pass the vessel's permanent hose connections.
- (h) The temperature of any fuel oil loaded shall be at least 10°F below the flash point of the oil and in no case higher than 150°F if the cargo tanks are uncoated, or 135°F if coated; **PROVIDED**, however, that in no event shall the difference between the temperature of the oil entering the vessel manifold and the recorded temperature of sea water at the vessel's condenser intake exceed 70°F; **PROVIDED** further, that the Master of the vessel may authorize loading the product at a temperature higher than specified above, so long as the temperature of the product remains at least 10°F below the flash point of the product.

(DESC 52.247-9FC1)

F52.01 TANKER STANDARDS AND REQUIREMENTS (DESC SEP 1995)

- (a) All Government-furnished tankers used in the course of this contract will comply with the following:
- (1) U.S.-flag tankers will hold and comply with the requirements of a current Certificate of Inspection (COI) from the U.S. Coast Guard and be in compliance with all requirements of Safety of Life at Sea (SOLAS) and International Convention for the Prevention of Pollution for Ships (MARPOL 73/78).
 - (2) In the event of a voyage charter, a non-U.S.-flag tanker will comply with SOLAS and MARPOL 73/78.
- (3) Tankers on long term charter to the U.S. Government will be equipped with an Inert Gas System (IGS), which will be maintained in good working order. The U.S. Government will make best efforts to ensure voyage chartered tankers are equipped with IGS when required by the terminal or port authority and shall maintain and operate same in good working order.
- (4) All tankers will carry on board and will be guided by the requirements of the latest edition of the Oil Companies International Marine Forum (OCIMF) and International Safety Guide for Oil Tankers and Terminals (ISGOTT).
 - (5) All tankers will be equipped with tank level measuring devices in each cargo tank.
- (6) All tankers will be capable of vapor recovery, which includes closed loading, gauging, and sampling where required by port regulations.
- (7) All tankers shall be in full compliance with all applicable international conventions and all applicable laws, regulations, and other requirements of the nation of registry and of the nation(s) and local jurisdictions to whose port(s) and/or places the tanker may be ordered.
- (b) The Contractor may, at its own expense and in a manner so as not to delay a scheduled delivery, inspect tankers for compliance with these requirements. In the event the Contractor believes a tanker does not meet a requirement contained herein, the Contractor shall notify DESC in writing with a copy to the tanker captain of the specific details of the alleged deficiency as soon as possible. The Contracting Officer will make a determination as to compliance with these requirements. This determination will be binding on the parties.

 (DESC 52.247-9FC5)

F52.11 DEBALLASTING (DESC JAN 1990)

Deballasting facilities and services will be made available upon request to all vessels loading cargo under this contract. Contractors who neither own nor operate deballasting facilities and services will be responsible for arranging for their availability at the loading facility. Deballasting facilities will be provided at no additional charge to the Government.

(DESC 52.247-9FB1)

F92 SCHEDULE OF CONTRACTOR'S REFINERY SHUTDOWNS FOR TURNAROUNDS (DESC MAY 1997)

- (a) Within 30 days from the date of contract award, the Contractor shall furnish to the Contracting Officer a tentative refinery shutdown schedule for the contract period in order that the placement of orders and the delivery of supplies as set forth under the DELIVERY AND CONTRACT PERIODS clause may be adjusted to provide for delivery of the entire contract quantity. The schedule will identify the specific period(s) when the refinery will be shut down and the effect that the shutdown will have on availability of each product under the contract. Any revisions to this schedule will necessitate prior notice of at least 60 days in order to coordinate the placement of orders for the delivery of the entire contract volume.
- (b) If the Contractor cannot provide the 60 days advance notice, then, at no additional cost to the Government, the Contractor shall maintain sufficient inventory to make deliveries in support of the ordering activities' requirements or the Contractor shall provide for an alternate source for product during the shutdown period(s).

(DESC 52.212-9F45)

F105 VARIATION IN QUANTITY (APR 1984)

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.
 - (b) The permissible variation shall be limited to--
 - 10 Percent increase
 - 10 Percent decrease

This increase or decrease shall apply to **ALL ITEMS**.

(FAR 52.211-16)

F105.01 DEADFREIGHT (DESC JUN 1990)

(a) Any decrease in quantity not permissible under the VARIATION IN QUANTITY clause shall result in deadfreight, chargeable to the Contractor and calculated as follows:

Total days of the cargo

TIMES

Vessel daily cost

DIVIDED BY

Vessel capacity stated in barrels

TIMES

Total barrels scheduled to load MINUS Total barrels loaded

EQUALS

Deadfreight cost

F105.01 (CONT'D)

- (b) Explanation of terms used in (a) above follows:
- (1) "Total days of the cargo," as used in this clause, is calculated as the elapsed days from the vessel's final departure date from previous cargo port through vessel's final discharge date for the cargo in question.
 - (2) "Vessel daily cost," as used in this clause, shall be determined as follows:
- (i) **VOYAGE CHARTER TANKER.** At the per diem rate in the charter, except that the deadfreight payable by the Contractor shall not exceed actual expense incurred by the Government under the charter.
- (ii) **USS, USNS, OR TIME CHARTERED TANKER.** At the per diem rate for the tanker loaded, as published by the Military Sealift Command and in effect on the date loading of the tanker is completed.
- (3) "Total barrels scheduled to load," as used in this clause, is the total quantity (all products) reflected on the latest DD Form 1155.
 - (4) "Total barrels loaded," as used in this clause, is the total quantity (all products) shown as loaded on the DD Form 250-1.

 (DESC 52.211-9FH1)

F109 IN-LINE BLENDING OF NONAVIATION PETROLEUM PRODUCTS (DESC DEC 1991)

- (a) In response to this solicitation, offerors may offer nonaviation petroleum products that use In-Line Blending (ILB) procedures for delivery into tankers and barges (vessels). Offerors planning to use ILB procedures to blend finished product, as it is being delivered into vessels, must include with the offer a detailed description of the ILB procedures, including quantity determination. Automatic, on-line test procedures must be described in detail, including whether these tests are ASTM (or equivalent) approved. ILB procedures must be acceptable to the Government. The Contractor has the option of meeting the requirements of either (b) or (c) below.
 - (b) The Contractor is responsible for product quality on board the vessel.
- (1) During an ILB operation, changes in the blend ratio may occur during vessel loadings. In order to assure the entire cargo is uniformly blended, sampling and testing on board the vessel are required. Although Section 4 of the Product Specification, Quality Assurance Provisions, defines a Bulk Lot as an indefinite quantity of a homogeneous mixture of material offered for acceptance in a <u>single isolated container</u>, sampling and full specification testing of each vessel tank system is acceptable.
- (2) The following vessel sampling and testing must be performed by the Contractor and substitutes for the Sampling and Testing requirements contained in the CONTRACTOR INSPECTION RESPONSIBILITIES clause. All tests must be on-specification as evidence that the Contractor has met the contract product quality requirements.
- (i) An appearance, gravity, and flash point (if product specification has a flash point requirement) on an all-level sample from each tank used in the loading. A half (0.5) liter sample from each tank will be retained for 45 days.
- (ii) A full specification test series on a multiple tank composite sample representing each vessel tank <u>system</u> used in the loading. If more than four systems are used, only four multiple tank composite samples need to be tested. In this case, the Contractor will ensure that multiple tank composite samples are representative of all product loaded, and the Contractor will determine which vessel tanks will be included in each multiple tank composite sample. A 20-liter multiple tank composite sample for each vessel tank system will be retained for 45 days.
- (iii) All time and costs associated with sampling and testing the finished product aboard the vessel will be borne by the Contractor.
- (iv) If the product does not conform to specification aboard the vessel, the Government has the option to require the Contractor to pump the cargo back to the Contractor's facility. In this circumstance, title for the nonconforming product will revert to the Contractor, and the Contractor will have no right to payment for such product. All delays and costs associated with the nonconforming product, including demurrage and any vessel cleaning determined necessary by the Government, will be borne by the Contractor.
 - (c) The Contractor is responsible for product quality at the custody transfer point.
 - (1) Subdivisions (b)(2)(i) and (ii) above, sampling and testing, must still be performed.
- (2) The Contractor must also obtain samples at the custody transfer point that are representative of the product in the various vessel tanks. Samples must be taken in accordance with ASTM D 4177. As a minimum, an 8-liter composite sample, representative of each quarter cargo, will be taken. One 4-liter sample from each of these composites will be retained for a period of 45 days.
- (3) If all vessel tests required by subdivisions (b)(2)(i) and (ii) above conform to specification, it will be concluded the Contractor met the contract quality requirements and no additional testing of custody transfer samples will be required.

F109 (CONT'D)

- (4) If any vessel tests in subdivisions (b)(2)(i) and (ii) above are off-specification, the Contractor must perform a full specification test series on the applicable custody transfer composite sample(s) that represents the on board off-specification product. If the custody transfer point sample(s) conforms to specification, it will be concluded the Contractor met the contract quality requirements. If the custody transfer point sample(s) does not conform to specification, it will be concluded the Contractor did not meet the contract quality requirements and the Government has the option to require the Contractor to pump the cargo back to the Contractor's facility. In this circumstance, title for the nonconforming product will revert to the Contractor and the Contractor will have no right to payment for such product. All delays and costs associated with the nonconforming product, including demurrage and any vessel cleaning determined necessary by the Government, will be borne by the Contractor.
- (d) The Contractor may inspect tankers and barges for suitability to load the intended cargo. If the Contractor chooses the paragraph (b) option to guarantee product quality on board the vessel and the Contractor and the U.S. Quality Representative (QR) disagree as to the suitability to load Government-furnished vessels, the determination of the Contractor will govern. If the Contractor chooses the paragraph (c) option to guarantee product quality at the custody transfer point and the Contractor and QR disagree as to the suitability to load Government-furnished vessels, the determination of the QR will govern.
 - (e) The Contractor must state in its offer whether it will meet either the paragraph (b) or (c) requirements. (DESC 52.247-9F70)

SECTION G

G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected.

(DESC 52.211-9FH5)

G3.01 PAYMENT DUE DATE (DESC OCT 1988)

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday.

(DESC 52.232-9F45)

G9.09 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1997)

(a) **METHOD OF PAYMENT.** Payments by the Government under this contract, including invoice and contract financing payments, may be made by check or electronic funds transfer (EFT) at the option of the Government. If payment is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. As used in this clause, the term **EFT** refers to the funds transfer and may also include the information transfer.

(b) MANDATORY SUBMISSION OF CONTRACTOR'S EFT INFORMATION.

- (1) The Contractor is required, as a condition of any payment under this contract, to provide the Government with the information required to make payment by EFT as described in paragraph (d) of this clause, unless the payment office determines that submission of the information is not required. However, until January 1, 1999, in the event the Contractor certifies in writing to the payment office that the Contractor does not have an account with a financial institution or an authorized payment agent, payment shall be made by other than EFT. For any payments to be made after January 1, 1999, the Contractor shall provide EFT information as described in paragraph (d) of this clause.
- (2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the payment office.
- (c) **CONTRACTOR'S EFT INFORMATION.** Prior to submission of the first request for payment (whether for invoice or contract financing payment) under this contract, the Contractor shall provide the information required to make contract payment by EFT, as described in paragraph (d) of this clause, directly to the Government payment office named in this contract. If more than one payment office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the changed information to the designated payment office(s).
- (d) **REQUIRED EFT INFORMATION.** The Government may make payment by EFT through either an Automated Clearing House (ACH) subject to the banking laws of the United States or the Federal Reserve Wire Transfer System at the Government's option. The Contractor shall provide the following information for both methods in a form acceptable to the designated payment office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause).
 - (1) The contract number to which this notice applies.
- (2) The Contractor's name and remittance address, as stated in the contract, and account number at the Contractor's financial agent.
- (3) The signature (manual or electric, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
 - (4) For ACH payments only:
 - (i) Name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
 - (ii) Contractor's account number and the type of account (checking, saving, or lockbox).
 - (5) For Federal Reserve Wire Transfer System payment only:
 - (i) Name, address, telegraphic abbreviation, and the 9-digit Routing Transit Number for the Contractor's financial agent.
- (ii) If the Contractor's financial agent is not directly online to the Federal Reserve Wire Transfer System and, therefore, not the receiver of the wire transfer payment, the Contractor shall also provide the name, address, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment.

G9.09 (CONT'D)

(e) SUSPENSION OF PAYMENT.

- (1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor or a certificate submitted in accordance with paragraph (b) of this clause. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice or contract financing request as defined in the PROMPT PAYMENT clause of this contract.
- (2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30th day after its receipt to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the PROMPT PAYMENT clause of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.
- (f) **CONTRACTOR EFT ARRANGEMENTS.** The Contractor shall designate a single financial agent capable of receiving and processing the electronic funds transfer under the EFT methods described in paragraph (d) of this clause. The Contractor shall pay all fees and charges for receipt and processing transfers.

(g) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.

- (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor provided EFT information in the correct manner, the Government remains responsible for (i) making a correct payment, (ii) paying any prompt payment penalty due, and (iii) recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because Contractor provided EFT information was incorrect at the time of Government release of the EFT payment transaction instruction to the Federal Reserve System, and
- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or
- (ii) If the funds remain under the control of the payment office, the Government retains the right to either make payment by mail or suspend the payment in accordance with paragraph (e) of this clause.

(h) EFT AND PROMPT PAYMENT.

- (1) A payment shall be deemed to have been made in a timely manner in accordance with the PROMPT PAYMENT clause of this contract if, in the EFT payment transaction instruction given to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (2) When payment cannot be made by EFT because of incorrect EFT information provided by the Contractor, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the Contractor within 7 days after the Government is notified of the defective EFT information.
- (i) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the ASSIGNMENT OF CLAIMS clause of this contract, the assignee shall provide the assignee EFT information required by paragraph (d) of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information which shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (e) of this clause.
- (j) **PAYMENT OFFICE DISCRETION.** If the Contractor does not wish to receive payment by EFT methods for one or more payments, the Contractor may submit a request to the designated payment office to refrain from requiring EFT information or using the EFT payment method. The decision to grant the request is solely that of the Government.
- (k) CHANGE OF EFT INFORMATION BY FINANCIAL AGENT. The Contractor agrees that the Contractor's financial agent may notify the Government of a change to the routing transit number, Contractor account number, or account type. The Government shall use the changed data in accordance with paragraph (e)(2) of this clause. The Contractor agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Contractor. The Contractor agrees that the agent's notice of changed EFT data is deemed to be a request by the Contractor in accordance with paragraph (e)(2) that no further payments be made until the changed EFT information is implemented by the payment office.

(FAR 52.232-33)

G150.05 SUBMISSION OF INVOICES FOR PAYMENT-COMMERCIAL ITEMS (BULK) (DESC JAN 1999)

(a) CERTIFICATION OF RECEIPT.

(1) F.O.B. DESTINATION DELIVERIES.

- (i) The Quality Representative (QR) or authorized receiving activity personnel will certify the receipt and forward three copies to the appropriate paying office. If the receiving activity is not a U.S. organization, the authorized U.S. representative, as indicated in the SIOTH, will certify and distribute the receiving documents. One of the copies of the receiving report submitted for payment must contain the original signature of the QR and will have the following information stamped, printed, or typed on it: "ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE". The receiving report must be signed by the QR to certify acceptance of the product prior to submission of the receiving report to the paying office.
 - (ii) The receipt for f.o.b. destination fuel may be one of the following documents:
 - (A) The DD Form 250, Material Inspection and Receiving Report;
 - (B) The DD Form 250-1, Tanker/Barge Material and Inspection Report; or
 - (C) The DD Form 1155, Order for Supplies or Services, or the SF 1449, Solicitation/Contract/Order for Commercial

Items.

(2) F.O.B. ORIGIN DELIVERIES.

- (i) The QR will certify the receiving report and provide the Contractor with three copies, except for electronic submission, which requires only one copy. One copy must contain the original signature of the QR and will have the following information stamped, printed, or typed on it: "ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE". The receiving report must be signed by the QR to certify acceptance of the product prior to submission of the receiving report to the paying office.
- (ii) In order to receive payment, the Contractor must mail three copies (one of which will contain an original signature) of the applicable receiving report to the appropriate paying office, identifying the invoice numbers that are supported by the receiving documents. For electronic submission, the Contractor must maintain the hard copy receiving report for a period of seven years after final payment under this contract and will make it available for inspection by the Government, if requested.
- (iii) When faxing an invoice, the Contractor shall also submit the applicable original receiving report no later than three days after each delivery. If the hard copy receiving report is not received from the Contractor by the paying office within 90 days of a facsimile receiving report, the provisions of this clause become inoperative and future fax messages will not be acceptable until remedial action is taken by the Contractor.
 - (iv) The receipt for f.o.b. origin fuel may be one of the following documents:
 - (A) The DD Form 250, Material Inspection and Receiving Report;
 - (B) The DD Form 250-1, Tanker/Barge Material and Inspection Report; or
- (b) **SUBMISSION OF INVOICES BY MAIL**. Unless otherwise indicated on the face of the DD 1155 or SF 1449, hard copy invoices for product paid for by Defense Logistics Agency/DESC funds should be mailed to the address below:

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER STOCK FUND DIRECTORATE FUELS ACCOUNTING AND PAYMENT DIVISION ATTN DFAS-CO-LFSA PO BOX 182317 COLUMBUS OH 43218-6250

G150.05 (CONT'D)

(c) SUBMISSION OF INVOICES BY FACSIMILE.

- (1) Contractors that select the facsimile method of invoicing prior to contract award must do so for all invoices. Failure to comply with the requirements of this clause will result in revocation of the Contractor's right to submit invoices by the fax method.
 - (2) Contractors shall include their own fax number on each document transmitted.
 - (3) Fax number for invoices is (614) 693-0670 (DFAS-CO-LF).
- (4) Contractors that elect to transmit invoices by fax are responsible for validating receipt of the faxed invoice. Verification can be made by calling Customer Service (DFAS-CO-LF) at (800) 453-5014, or (614) 693-4994 between 8 a.m. and 5 p.m. EST/EDT, Monday through Friday, excluding Federal holidays. DFAS-CO-LF will not be held accountable for transmissions not received.
- (5) After transmitting the original invoice, the Contractor shall mark that invoice "ORIGINAL INVOICE FAXED" and retain it. The hard copy is not required for payment and shall not be mailed to the payment office unless DFAS-CO-LF specifically requests it.

(d) SUBMISSION OF INVOICES ELECTRONICALLY.

- (1) **APPLICABILITY.** Electronic submission of invoices applies only to DoD items paid for with DLA/DESC funds by DFAS Columbus, OH.
- (2) **REQUIREMENTS.** Prior to submission of electronic invoices via electronic data interchange (EDI) under this clause, the Contractor and DESC must have a signed Trading Partner Agreement (TPA) and Addendum 810, Invoices, and Addendum 824, Invoice Return Notification. Invoices submitted electronically shall be in accordance with the provisions of the signed TPA and Addendum 810. Electronic invoices submitted shall be American National Standards Institute (ANSI) Accredited Standard Committee (ASC) X12 810 Transaction Sets. These 810 Transaction Sets shall follow the AVNET Convention as specified by the Petroleum Industry Data Exchange. The electronic invoice shall contain all fields required by the AVNET Convention, including the contract number, order number, name of tanker and cargo number or shipment number (if applicable), item number, and contract description of supplies, services, sizes, quantities, unit price, and extended total, and, if shipment is made of a Government Bill of Lading, the Bill of Lading number.
- (3) **INVOICING ADDRESS.** Electronic invoices for items paid for with DLA/DESC, as cited on the DD 1155 or SF 1449, shall be electronically submitted to DTDN/S39008 or GOVDP/S39008.

(e) SUBMISSION OF INVOICES BY COURIER.

(1) Couriers, acting on the behalf of the Contractor, may deliver Contractor invoices being submitted for payment to the following mailroom street address:

DEFENSE FINANCE AND ACCOUNTING SERVICE FUELS ACCOUNTING AND PAYMENTS DFAS-CO-LFS 4280 EAST FIFTH AVENUE BLDG 6 COLUMBUS OH 43219

(2) Invoices submitted by courier to the above address will be treated in a timely manner.

(f) NOTES.

- (1) Invoices will reflect quantities in whole numbers.
- (2) Unless otherwise expressly specified in the Schedule, payment of invoices will be made in U.S. currency.
- (3) **INVOICING FOR DETENTION/DEMURRAGE COSTS**. Invoices for detention/demurrage costs will be submitted by the Contractor directly to the Contracting Officer.

(DESC 52.232-9F70)

SECTION H

H19.02 REPORTING REQUIREMENTS FOR SHIPMENTS (DESC APR 1999)

- (a) Under Data Item Description (DID) Number DI-MGMT-80320 and AMSC Number S4068, the Contractor shall provide the required transaction data shown under (d) below.
- (b) The Contractor agrees to submit, within 72 hours of delivery, the shipping data specified in (d) below for all f.o.b. origin shipments requiring transportation by pipeline, tank truck, or tank car. In addition to f.o.b. origin shipments, the Contractor also agrees to submit such information on all other shipments to areas under the responsibility of Defense Energy Support Center (DESC) West. Data specified shall be submitted to the appropriate DESC office listed below:

AREA OF LIFT (SHIPMENT)

Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, Virginia, and West Virginia

Colorado, Illinois, Indiana, Iowa, Kansas, Kentucky, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, Wisconsin, and Wyoming

Alabama, Arizona, Arkansas, Florida, Georgia, Louisiana, Mississippi, New Mexico, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Bolivia, Caribbean Area, Colombia, El Salvador, Honduras, Mexico, Puerto Rico, and West Indies

California, Idaho, Montana, Nevada, Oregon, Utah, and Washington

Alaska and Aleutians

DESC ADDRESS AND TELEPHONE NUMBER

Defense Energy Support Center - Fort Dix

5654 Cambridge Street Fort Dix, NJ 08640-5000

TELEPHONE: 609-562-2074/2075

FAX: 609-562-6158 DSN (FAX): 944-6158

Defense Energy Support Center - St. Louis

66 Sherman Road Jefferson Barracks

St. Louis, MO 63125-1513

TELEPHONE: 314-260-8786/8787

DSN: 490-8786/8787 FAX: 314-260-8796 DSN (FAX): 490-8796

Defense Energy Support Center - Houston 2320 La Branch Street, Suite 1005

Houston, TX 77004-1091 TELEPHONE: 713-718-3883

DSN: 940-1373

FAX: 713-718-3891/3899

Defense Energy Support Center - Los Angeles

3171 N. Gaffey Street San Pedro, CA 90731-1099 TELEPHONE: 310-900-6960

FAX: 310-900-6976

Defense Energy Support Center - Alaska

Elmendorf AFB, AK 99506-5000

TELEPHONE: 907-552-3760/2857/4650

TWX: 907-753-0517

H19.02 (CONT'D)

(c) OVERSEAS AREA OF RESPONSIBILITY (INCLUDING ALASKA AND HAWAII):

<u>AREA</u>	<u>FOOTNOTE</u>	<u>AREA</u>	FOOTNOTE
Afghanistan	2	Marianas	3
Africa (except countries		Mediterranean Sea countries	1
assigned to DFR Midd	le East) 1	New Zealand	3
Alaska	3	Oman	2
Australia	3	Pakistan	2
Bahrain	2	Philippines	3
Burma	3	Qatar	2
Djibouti	2	Ryukyu Islands	3
East Indies	3	Saudi Arabia	2
Egypt	2	Somalia	2
Ethiopia	2	South Pacific Islands	3
Europe (continental)	1	Sri Lanka	3
Hawaii	3	Sudan	2
Indian Ocean countries	3	Taiwan	2
Japan	3	Thailand	3
Jordan	2	Turkey	1
Kenya	2	United Arab Emirates	2
Korea	3	United Kingdom	1
Kuwait	2	Yemen	2
Malaya	3		

FOOTNOTES:

DESC Europe
 American Arms Hotel
 August STR 6 Box 224
 65189 Wiesbaden, Germany

Phone: COM 49-611-380-7666 FAX 011 49-611-380-7412 2. DESC Middle East PSC 451, Box 386 FPO AE 09834-0386

> Phone: Awali, Bahrain DSN (318) 439-4650 COM 011 973-724650 FAX 011 973-724670

3. DESC Pacific

Box 64110

Camp H M Smith HI 96861-4110

Phone: COM (808) 477-6692 FAX (808) 477-5710

- (d) In order of preference, shipment data may be submitted via facsimile (FAX), mail, telephone, or TWX/TELEX.
- (1) If the FAX method is used, the Contractor shall transmit one copy of the signed DD Form 250, Material Inspection and Receiving Report.
- (2) If the FAX method is NOT used, AND the normal mailing time DOES NOT EXCEED 72 hours, the Contractor may submit one copy of the signed DD Form 250 by mail.
- (3) If the FAX method is NOT used and the normal mailing time EXCEEDS 72 hours, the Contractor shall extract the data specified below from the applicable DD Form 250 for submission via telephone or TWX/TELEX. Submission of data via these methods shall be confirmed by a signed copy of the DD Form 250, received by the cognizant DESC office within 14 days of the f.o.b. origin delivery.

H19.02 (CONT'D)

DATA DD FORM 250 BLOCK NO./DATA

A. National stock number 16 Enter as cited

B. Quantity 17 Enter as cited

C. Contract number 1 Enter as cited

D. Contract line item number 15 Enter as cited

E. Shipment number/SUPAAC 2 Enter as cited

F. Day commenced loading/pumping 16 Enter for pipeline, if cited

G. Bill of lading (B/L) number 4 Enter as cited, for f.o.b. origin shipments only

H. Delivery order number 1 Enter as cited

I. Final shipment indicator 2 Enter, if cited, after "Shipment No."

J. Product Shipment Day 3 Enter as cited, for f.o.b. origin shipments only

K. Product receipt day 22 Enter as cited, for other than f.o.b. origin shipments

L. Mode of shipment 4 Enter as cited

(4) For those Contractors that are authorized Alternate Release Procedures on f.o.b. origin shipments, the unsigned DD Form 250 shall be sent to the applicable DESC office in lieu of the signed copy referenced in (1), (2) and (3) above.

(DESC 52.242-9FQ1)

H23 BULK LIQUID FACILITIES REPORT (DESC APR 1984)

The offeror shall complete a DESC Form 1890, Contractor Bulk Liquid Facilities Report, for each refinery or terminal where products would be supplied under any Defense Energy Support Center bulk petroleum contract awarded under this solicitation. The DESC Form 1890 shall be submitted with the offer at the date and time specified for receipt of offers. In the event the offeror receives an award, the Contractor shall also submit a completed DESC Form 1890 to the DESC Regional Officer servicing the Contractor's facility, during the first month of the contract award. The DESC Form 1890 shall be updated by the Contractor as changes occur in shipment capabilities throughout the remainder of the contract period. (Blank forms are available at the DESC Regional Office servicing the Contractor's facility.) (OMB No. 0704-0129 applies.)

(DESC 52.242-9FP1)

SECTION I

I2.05 CHANGES - FIXED-PRICE (AUG 1987)

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
- (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
 - (2) Method of shipment or packing.
 - (3) Place of delivery.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under the DISPUTES clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(FAR 52.243-1)

111.01-2 ADMINISTRATIVE COST OF TERMINATION FOR CAUSE -- COMMERCIAL ITEMS (DESC FEB 1996)

- (a) In the event this contract is terminated for cause, in whole or in part, the Government will incur administrative costs.
- (b) The Contractor agrees to pay all administrative costs associated with a contract termination action. The minimum amount the Contractor shall pay for each termination action is \$500. This payment for administrative costs is in addition to any excess reprocurement costs and any other remedies or damages resulting from the termination.
- (c) The term **termination action,** as used herein, means the termination for cause, including any associated reprocurement effort, involving--
 - (1) Any single order or any group of orders terminated together;
 - (2) Any item or group of items terminated together; or
 - (3) The entire contract.

I11.04 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract. (FAR 52.242-13)

I27 GRATUITIES (APR 1984)

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--
 - (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
 - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
 - (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
 - (c) If this contract is terminated under paragraph (a) above, the Government is entitled--
 - (1) To pursue the same remedies as in a breach of the contract; and
- (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(FAR 52.203-3)

128.01 FEDERAL, STATE, AND LOCAL TAXES (DESC NOV 1993) (DEVIATION)

(a) As used in this clause--

Contract date means the date set for bid opening or, if this is a negotiated contract or a modification, the date set for best and final offers

All applicable Federal, State, and local taxes and duties means all taxes and duties that the taxing authority, including Puerto Rico and other possessions of the United States, are imposing and collecting on the transactions or property covered by this contract pursuant to written ruling or regulation in effect on the contract date.

After-imposed tax means any new or increased Federal, State, or local excise tax or duty, except social security or other employment taxes, on the transactions or property covered by this contract that the Contractor is required to pay or bear the burden of as the result of legislative, judicial, or administrative action taking effect after the contract date.

After-relieved tax means any amount of Federal, State, or local excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear the burden of, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

- (b) The contract price includes all applicable Federal, State, or local taxes and duties, except as may be otherwise provided. (For petroleum contracts, see the FEDERAL, STATE, AND LOCAL TAXES EXCLUDED FROM CONTRACT PRICE clause.)
- (c) The contract price shall be increased by the amount of any after-imposed tax if the Contractor states in writing that the contract price does not include any contingency for such tax.
 - (d) The contract price shall be decreased by the amount of any after-relieved tax.
- (e) The contract price shall also be decreased by the amount of any excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear the burden of, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.
- (f) The Contractor shall promptly notify the Contracting Officer of all matters relating to any excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.
- (g) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(DESC 52.229-9F02)

128.02-1 FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE (DESC AUG 1997)

- (a) **FEDERAL EXCISE TAXES EXCLUDED.** All contract prices for fuel and oils furnished under this contract exclude Federal Excise Taxes (FET). The taxes should be handled on the Contractor's invoices as follows:
- (1) **MOTOR GASOLINE/GASOHOL.** The FET should be included on the Contractor's invoice as a separate item. The following FET will apply:

FET PER GALLON	PERCENTAGE OF ALCOHOL
\$0.184	0.0% up to but not including 5.7%
\$0.1532	5.7% up to but not including 7.7%
\$0.1424	7.7% up to but not including 10%
\$0.130	10% and above

- (2) **AVIATION GASOLINE**. The manufacturer's FET of \$0.194 per gallon should not be included on the Contractor's invoice since all fuel is intended for exempt uses.
 - (3) **RESIDUAL FUEL OIL.** There is no FET on residual fuel oil.
 - (4) **DIESEL FUEL.**
- (i) **UNDYED DIESEL FUEL.** The FET of \$0.244 per gallon SHOULD BE INCLUDED on the Contractor's invoice as a separate item.
- (ii) **DYED DIESEL FUEL.** The FET of \$0.244 per gallon SHOULD NOT BE INCLUDED on the Contractor's invoice since all dyed diesel fuel may be used only for tax exempt purposes.
- (iii) **F76.** The FET of \$0.244 per gallon SHOULD NOT BE INCLUDED on the Contractor's invoice as a separate item for F76 since F76 is excluded from the definition of diesel fuel under Internal Revenue Service regulation 26 CFR Section 48.4081-1.
- (5) **JET FUEL**. The FET of \$0.219 per gallon should not be included on the Contractor's invoice since all fuel is intended for exempt uses. **A Contractor not permitted by IRS regulations to sell fuel tax free should state that in its offer.**
- (b) **STATE AND LOCAL TAXES EXCLUDED.** All contract prices exclude State and local excise taxes on fuels (including gasoline taxes, motor fuel taxes, diesel fuel taxes, special fuel taxes, aircraft fuel taxes, jet fuel taxes, heating oil taxes, kerosene taxes, lubricating oil taxes, and naphtha, solvent, benzol, and benzine taxes). Any applicable taxes (for which no exemption applies) should be included on the Contractor's invoice as a separate item in accordance with the terms of this contract.
 - (c) CALIFORNIA SALES AND USE TAX. All contract prices exclude the California State Sales and Use Tax.
- (d) **ENVIRONMENTAL AND OIL SPILL TAXES.** Unless an exemption applies, all contract prices INCLUDE State and local environmental and oil spill taxes and inspection fees.
 - (e) **INSPECTION FEES**. Unless an exemption applies, all contract prices INCLUDE State and local inspection fees.
- (f) **REIMBURSEMENT.** The Government will reimburse the Contractor for the amount of any tax specifically excluded from the contract price pursuant to this clause if no exemption applies.
- (g) **LICENSES.** Federal, State, and local licenses or other activities necessary to establish Contractor's entitlement to do business or to tax exemption for transactions under this contract are the responsibility of the Contractor. Failure to obtain appropriate licenses or to follow required procedures shall preclude the reimbursement of taxes which would otherwise be exempt.

(DESC 52.229-9F03)

I28.03-1 TAX EXEMPTION CERTIFICATES (DESC MAR 1989)

- (a) **FEDERAL EXCISE TAXES.** Contractor's request for tax exemption certificates covering any Federal excise tax excluded from the contract price pursuant to the terms of this contract shall be forwarded with Contractor's invoices or as otherwise indicated by the Ordering Officer.
- (b) **STATE AND LOCAL TAXES.** Contractor's requests for tax exemption certificates covering any State and local tax excluded from the FEDERAL, STATE, AND LOCAL TAXES EXCLUDED FROM CONTRACT PRICE clause shall be forwarded with Contractor's invoices or as otherwise indicated by the Ordering Officer.
- (c) GOVERNMENT OPTION TO DEDUCT TAX AND FURNISH TAX EXEMPTION CERTIFICATES. If this contract provides that the Contractor is to invoice for the Federal tax, the supplies to be furnished under such item at the time this contract is entered into are generally intended for a purpose for which tax exemption cannot be claimed. However, in instances where the invoice price for any item includes the excise tax and tax exemption can be claimed, the applicable tax may be deducted from the order or the invoice by the Government and a tax exemption certificate furnished in lieu of paying the tax. Tax exemption certificates to be furnished under this paragraph (c) will be issued by the Ordering Officer.

(DESC 52.229-9F09)

128.24 U.S. IMPORT TAX ON PETROLEUM (BULK) (DFSC DEC 1980)

This clause is applicable to overseas f.o.b. origin contracts and to domestic f.o.b. origin contracts where product may be imported into the U.S.

The contract prices for any foreign refined product to be furnished hereunder do not include any U.S. Import Tax or Duty on petroleum. In the event that such a tax or duty may be imposed on product furnished under this contract, the U.S. Government shall be responsible for paying or claiming exemption from such taxes or duties, as appropriate.

(DFSC 52.229-9F14)

I33 INTEREST (JUN 1996)

- (a) Except as otherwise provided in this contract under a PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA clause or a COST ACCOUNTING STANDARDS clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
 - (b) Amounts shall be due at the earliest of the following dates:
 - (1) The date fixed under this contract.
- (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
- (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
- (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.
- (c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(FAR 52.232-17)

I81 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the ORDER LIMITATIONS clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after 30 days after the expiration of the ordering period. (FAR 52.216-22)

I86.12 DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT (BULK) (DFSC JUL 1994)

- (a) The Government agrees to purchase, during the period of this contract and in accordance with the terms of this contract, at least a quantity (or quantities) of product that, under the contract terms, will be not less than <u>75</u> percent of the total original estimated contract volume. The Government may satisfy this obligation by purchasing against any or all of the contract line items.
- (b) If, under a single solicitation, contract line items are not all awarded at the same time, then, for purposes of this clause, the above mentioned total original estimated contract volume shall be that of the contract after award has been made of all items.
- (c) During the period of this contract it may occur that, for administrative convenience, the Government will add to this contract by contract modification additional contract line items being awarded to the Contractor pursuant to a different solicitation. If this occurs, then the Government's original purchase obligation under this contract shall remain unchanged and will in no way extend to the new contract line items. Instead, the Government agrees to an additional purchase obligation, namely, to purchase in accordance with the terms of the contract, during the remaining period of the contract, at least a quantity (or quantities) of any or all of the new line items that, under the contract terms, will be the minimum stated in the solicitation incorporated into the contract modification.
 - (d) Notwithstanding the provisions of the INDEFINITE QUANTITY clause-
- (1) On the final order placed for each product from each refinery source calling for delivery into or by means of tanker, barge, or pipeline, the Government shall be entitled to order, and if ordered, the Contractor shall be required to furnish up to 50,000 barrels over what the Government would otherwise be entitled to lift. However, in no event shall this additional quantity exceed the monthly quantity as defined in the DELIVERY AND CONTRACT PERIODS clause.
- (2) The Contractor may, at its option, make deliveries subsequent to 30 days after the expiration of the ordering period, if requested by the Government.
- (e) If this contract provides for delivery of the same grade of fuel at more than one location, the Ordering Officer may order and the Contractor may, at its option, furnish more than the quantity specified for any one location; PROVIDED, however, that in no event shall an Ordering Officer be entitled to order, nor shall the Contractor be required or permitted to deliver, if ordered, a quantity of any one grade of fuel that, in the aggregate, would be in excess of the total quantity of such grade of fuel specified in this contract. Nothing contained in this paragraph (e) shall prohibit the overage permitted pursuant to (d) above.
 - (f) The scope of this contract does not include--
- (1) Alteration to the specification that would require significant reconfigurement of refinery design, or significant modification of current and planned refinery operations;
 - (2) Alteration in method of shipment that would result in significant disruption of current and planned refinery operations; and
- (3) Alteration of the place of delivery, under f.o.b. origin contracts, that would require delivery from a refinery other than the one(s) specified in the Contractor's offer.

1186 PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION (DFSC MAY 1978)

- (a) The Contractor shall use reasonable care to avoid damaging or contaminating existing buildings, equipment, asphalt pavement, soil, or vegetation (such as trees, shrubs, and grass) on the Government installation. If the Contractor fails to use reasonable care and damages or contaminates any such buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities, he shall replace the damaged items or repair the damage at no expense to the Government and to the satisfaction of the Government. Further, if, as a result of the failure of the Contractor to comply with the requirements of this contract, Government buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities become damaged or destroyed, the Contractor shall replace or repair the damage at no expense to the Government, and to the satisfaction of the Government. Should the Contractor fail or refuse to make such repairs or replacements, the Government may have the said repairs or replacement accomplished, and the Contractor shall be liable for the cost thereof which may be deducted from the amounts which become due under this contract. Informal agreement with the Contractor upon replacement, repairs, or costs to be deducted shall first be attempted by the Installation Commander or Ordering Officer. If disagreement persists, the matter shall be referred to the Contracting Officer. Unless approved by the Contracting Officer, no costs shall be deducted from amounts due or owing without the Contractor's consent.
- (b) The Contractor shall take all measures as required by law to prevent oil spills (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying or dumping into or onto any land or water). In the event the Contractor spills any oil (including, but not limited to, gasoline, diesel fuel, fuel oil, or jet fuel), the Contractor shall be responsible for the containment, cleanup, and disposal of the oil spilled. Should the Contractor fail or refuse to take the appropriate containment, cleanup, and disposal actions, the Government may do so itself. The Contractor shall reimburse the Government for all expenses incurred including fines levied by Federal, State, or local Governments. (DFSC 52.223-9F05)

I190.04 MATERIAL SAFETY DATA SHEETS -- COMMERCIAL ITEMS (DFSC MAR 1996)

- (a) The apparently successful offeror agrees to submit, for each item prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all items to be delivered under this contract. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.
- (b) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (a) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (c) The Contractor shall submit MSDSs to the Contracting Officer. MSDSs must cite the solicitation number, the applicable CAGE code of the manufacturer, and, where so identified, the National Stock Number (NSN).
- (d) The offeror need not submit a duplicate MSDS for a product for which the offeror has submitted an MSDS within the past five years. The MSDS of record must fully comply with the latest revision of FED-STD-313, and the data on the MSDS must still be current and complete. Should the description/composition of the product offered differ in any area specified on a previously submitted MSDS, a new MSDS is required.

I211 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **DATE OF AWARD** through **30 SEP 2000**.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(FAR 52.216-18)

I211.02 ORDERING (DFSC JAN 1991)

(d) For product funded and paid for by the Defense Logistics Agency, the Contractor will be furnished with a document entitled "Source Identification and Ordering Authorization." This document is for planning purposes only and does not constitute an order under the contract. This document will also indicate the activity(ies) authorized to place orders under this contract. This document does not in any manner modify or limit Contractor's obligation to deliver pursuant to properly placed orders as provided in the contract.

(DFSC 52.216-9F12)

THE FOLLOWING CLAUSE APPLIES <u>ONLY</u> TO PARTIAL SMALL BUSINESS SET-ASIDE LINE ITEMS THAT MAY BE CONTAINED IN THIS DOCUMENT.

1237.06 NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (DEVIATION) (DESC MAR 1999)

(a) **DEFINITION. Small business concern**, as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) GENERAL.

- (1) A portion of certain items of this procurement, as listed in the Schedule, has been set aside for award to eligible small businesses. The quantities indicated for such items in the Schedule include the set-aside portion. All offerors are urged to offer the maximum quantities they desire and are capable of delivering. Small business concerns interested in receiving a set-aside contract should submit an offer in the same manner as though there were no set-aside. Volumes offered by qualified small business concerns will be evaluated for the non-set-aside and set-aside portions of the procurement. Separate offers should not be submitted on the non-set-aside and set-aside portions.
- (2) The partial small business set-aside of the procurement is based on a determination by the Contracting Officer that it is in the interest of maintaining or mobilizing the nation's full production capacity or in the interest of national defense programs, or in the interest of assuring that a fair portion of Government procurement is placed with small business concerns.
- (3) All of the offers received under this solicitation will first be negotiated as to price and an evaluation will be made as though there were no set-aside.
- (4) For the purposes of set-aside evaluation, when an offer contains increments at different prices, each increment will be considered a separate offer. Except as provided *in* (*d*) *below*, negotiations will be limited to the offered quantities not awarded under the provision of (c)(2) below.

(c) **SET-ASIDE AWARD PROCEDURE.**

- (1) The price for the small business set-aside portion will be negotiated by the Contracting Officer based upon prices the Government would otherwise pay under this solicitation had there been no set-aside for supply of the location at which the set-aside is placed, adjusted for transportation charges and other factors. Awards will be made to the small business concern whose offer is determined by this evaluation to be low without further negotiation. Contracts for the remaining set-aside portions will be negotiated with those eligible small business concerns that have submitted a responsive offer on the various items for which a set-aside has been established.
- (2) Negotiations for small business set-aside awards will begin with the small business concern with the lowest evaluated price and a quantity of offered product remaining. If the low small business concern on the item does not offer to supply product at the set-aside price, the next low small business concern on the item will be given the same opportunity, and continuing with the next low small business concern until all small business concerns have been contacted.
- (3) After set-aside negotiations have been concluded, a final evaluation will be accomplished. All eligible offerors, without regard to the size of the company, will be afforded an opportunity to compete for non-set-aside quantities. The Government reserves the right to make awards to the otherwise low offeror for all or any portion of the set-aside quantities, without regard to the size of the company, if eligible small business concerns do not offer a quantity of product sufficient to meet a set-aside requirement or do not offer to supply at the set-aside prices. The total quantity that will be awarded a small business offeror on both the unreserved and reserved portions will not exceed the total quantity offered under this solicitation by such small business offerors. However, if insufficient product is offered by small business concerns to meet the quantity set aside for small business, small business concerns with which the Government has already commenced negotiations may be given an opportunity to offer additional product.
- (4) Where the Trade Agreements Act applies to the non-set-aside portion, offers of eligible products will be treated as if they were qualifying country end products.
- (d) **AGREEMENT.** For the set-aside portion of the acquisition, a small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States. The term United States includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(DESC 52.219-9F30)

SECTION J

OFFEROR SUBMISSION PACKAGE	ATTACHMENT 1
SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS	ATTACHMENT 2
DFSC FORM 1890 - CONTRACTOR BULK LIQUID FACILITIES REPORT	ATTACHMENT 3
SMALL BUSINESS SUBCONTRACTING PLAN	ATTACHMENT 4
REQUEST FOR ASSIGNMENT OF COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE	ATTACHMENT 5
STANDARIZED FORMAT FOR USE IN THE PREPARATION OF PRODUCT TEST REPORTS	ATTACHMENT 6

SECTION L

L2.07 EVIDENCE OF RESPONSIBILITY (DFSC JAN 1998)

- (a) Any offeror not performing a significant portion of the contract with its own facilities and personnel may be determined by the Contracting Officer to be nonresponsible.
- (b) If the offeror's source of supply is a firm or refinery independent of the offeror, the offeror shall submit evidence of a supply commitment from such source(s) when submitting its offer under this solicitation. Evidence of supply commitments must extend to the subcontracting level at which the product is produced.
- (c) Such evidence may be in the form of a signed copy of the contract between the offeror and its supplier or in the form of a contingency letter from the supplier or other satisfactory documentation. In any event, such evidence of agreement shall clearly identify--
 - (1) The volumes to be supplied;
 - (2) The specification(s) of product(s) to be supplied;
 - (3) The points of delivery and period of contract performance;
 - (4) The escalation provision(s) applicable to products to be supplied; and
 - (5) The supplier's delivery and inspection terms and conditions.
- (d) If the offeror changes its source of supply, such change must be made no later than the time specified for the submission of Final Revised Proposals. A notice of a change in the offeror's source of supply must include the documentation set forth in (c) above.
 - (e) Failure to comply with the above provisions may result in a determination of nonresponsibility by the Contracting Officer.

L2.09 EVIDENCE OF RESPONSIBILITY (OPERATING CRITERIA) (DFSC JAN 1998)

- (a) To be determined responsible, an offeror must designate, as a source of supply for performance under any resulting contract, a refinery that is operating at the time the offeror submits it Final Revised Proposal. An operating refinery is a refinery that is producing petroleum products.
 - (b) The evidence of responsibility required by this provision is in addition to the responsibility criteria set forth in FAR 9.104.

L2.11-2 FACSIMILE PROPOSALS (OCT 1997)

and

- (a) **DEFINITION. Facsimile proposal**, as used in this provision, means a proposal, revision, or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
 - (c) The telephone number of receiving facsimile equipment is (703) 767-8506 (DESC BID CUSTODIAN).
- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document—
 - (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
 - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror;
- (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.
- (e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(FAR 52.215-5)

L5.01 AGENCY PROTESTS (DESC AUG 1997) - DLAD

- (a) Parties protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order 12979, with the DESC Commodity Business Unit Director.
- (b) Protests filed with the Director, DESC Commodity Business Unit, pursuant to Executive Order 12979 should be addressed to the Contracting Officer, but should clearly state that they are an "Agency Level Protest under Executive Order 12979." The Contracting Officer will forward the protest to the DESC Director of the appropriate commodity business unit for a decision. (This process allows for a higher level decision on the initial protest, it is not a review of a Contracting Officer's decision on a protest filed with the Contracting Officer.)
- (c) Absent a clear indication of the intent to file an agency level protest under Executive Order 12979, protests will be presumed to be protests to the Contracting Officer.
- (d) To the maximum extent possible, all parties shall use their best efforts to resolve concerns at the Contracting Officer level through frank and open discussions.

(DLAD 52.233-9000, revised)

L21.05 PROCEDURES FOR AWARDING FAILED 8(a) RESERVATIONS (BULK) (DFSC APR 1993)

If the 8(a) reservations reflected in the schedule do not result in a contract with the Small Business Administration, these quantities will revert back to the set-aside or non-set-aside quantities from which they were originally taken. The below items, should the 8(a) reservation be unsuccessful, will revert as follows:

<u>ITEMS</u>	LOCATION	<u>SET-ASIDE</u>	NON SET-ASIDE
0091	ANG BUCKLEY FLD CO	5,220,000	580,000
0092	FT CARSON CO	2,700,000	300,000
0096	NG CAMP GUERNSEY WY	45,000	5,000
0093	PETERSON AFB CO	4,950,000	550,000
0095	ANG CHEYENNE WY	1,530,000	170,000
0226	INDIAN SPRINGS NV	1,260,000	140,000
0244	AASF STEAD AFB NV	432,000	48,000
0245	ANG RENO MAP NV	1,440,000	160,000
0260	FT LEWIS WA	2,250,000	250,000
0262	NAS WHIDBEY WA	13,500,000	1,500,000
0263	UTES FT LEWIS LOG CTR WA	31,500	3,500
0264	YAKIMA FIRING CTR WA	1,170,000	130,000
0248	CGAS HUMBOLT CA	135,000	15,000
0249	CGAS NORTH BEND CA	49,500	5,500
0250	KINGSLEY FLD CA	3,240,000	360,000
0251	AASF PENDLETON OR	135,000	15,000
0252	ANG PORTLAND OR	6,480,000	720,000
0253	CAMP RILEA OR	27,000	3,000
0254	CAMP WITHYCOMBE OR	18,000	2,000
0255	UTES REDMOND OR	36,000	4,000
0256	CGAS ASTORIA OR	292,500	32,500
0257	OR NG AASF SALEM	180,000	20,000

L43 REDUCTION IN PRICE (DFSC MAR 1996)

If this solicitation is for jet fuel, Grade JP4, JP5, or JP8, offerors are requested to indicate the amount of reduction in price per gallon for products ordered for delivery without fuel system icing inhibitor on all origin tanker, barge, and/or pipeline offers. The Government may desire this product, if ordered on an origin basis, on any tanker, barge, and/or common carrier pipeline used for delivery of product to military installations. (OFFERORS WILL SPECIFY THE PIPELINE(S) TO WHICH THEY ARE CONNECTED ON ALL ORIGIN PIPELINE OFFERS.) However, destination offerors will be required to furnish product containing the fuel system icing inhibitor. The reduction will be shown in the space provided on the offer or on the origin bid card, if origin bid cards are included in the offer.

L74 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **INDEFINITE QUANTITY, FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT** contract resulting from this solicitation.

(FAR 52.216-1)

L96 ADMINISTRATION OF THE SMALL BUSINESS SUBCONTRACTING PROGRAM (DESC FEB 1999)

The SMALL BUSINESS SUBCONTRACTING PROGRAM clause contained in any contract awarded under this solicitation will be administered by the cognizant Defense Contract Management District.

(DESC 52.242-9F15)

L115 F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION (APR 1984)

Offers are invited on the basis of both f.o.b. origin and f.o.b. destination, and the Government will award on the basis the Contracting Officer determines to be most advantageous to the Government. An offer on the basis of f.o.b. origin only or f.o.b. destination only is acceptable, but will be evaluated only on the basis submitted.

(FAR 52.247-45)

L203 HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DFSC JAN 1998)

- (a) Any handcarried offer must be received at the depository indicated on the Standard Form (SF) 33 or SF 1449 of this solicitation by the date and time specified for receipt of offers. Evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the solicitation wrapper or other documentary evidence of receipt maintained by the installation.
- (b) Offers delivered by an express delivery service will be considered "handcarried." Therefore, bidders/offerors that respond to this solicitation using an express delivery service must ensure that the express delivery service "handcarries" the offer to the depository indicated on the SF 33 or SF 1449.
- (c) The term **express delivery service** does not include Express Mail delivered by the United States Postal Service. Express Mail will be considered "mail" under the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision or the Late Offers paragraph of the INSTRUCTIONS TO OFFERORS COMMERCIAL ITEMS or INSTRUCTIONS TO OFFERORS COMPETITIVE ACQUISITIONS provision.

(DFSC 52.252-9F01)

L205 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (DEC 1991)

- (a) The offeror is requested to enter its CAGE code on its offer in the block with its <u>name and address</u>. The CAGE code must be for that name and address. Enter CAGE before the number.
- (b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will--
- (1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;
 - (2) Complete section A and forward the form to DLSC; and
 - (3) Notify the Contractor of its assigned CAGE code.
 - (c) Do not delay submission of the offer pending receipt of a CAGE code.

(DFARS 252.204-7001)

SECTION M

M4.01 RIGHT TO APPLY F.O.B. ORIGIN OFFER (DESC JAN 1976)

The Government reserves the right to apply an f.o.b. origin offer against any destination item for the same product.

M10.100 EVALUATION - ALL OR NONE (DESC APR 1999)

Offers that tie one item to another (i.e., "If awarded Item 0020 we will accept items 0019 & 0021"; "We will only accept Item 0001 if awarded Item 0002"; "We will only accept Item 0003 & Item 0010 together") will be considered "All or None" offers for those items that are "tied" together. Offers or proposals submitted on an "All or None" basis will be evaluated in the aggregate, and the award for those items "tied" together will be made at the lowest overall cost to the Government, price and other factors considered. Offers may also specify a minimum quantity for award, and award will be made at the lowest overall cost the Government, price and other factors considered. Offers may not, however, tie F76 with other products; tie together the product or quantity from one refinery or production facility with the product or quantity from a separate refineries or production facility; nor include an overall minimum quantity for award that ties together the products or quantities of separate refineries or production facilities. Such offers will be rejected as unacceptable.

M19.05 EVALUATION OF OFFERS SUBJECT TO ECONOMIC PRICE ADJUSTMENT (DOMESTIC BULK) (DESC JAN 1998)

- (a) Offer prices received by DESC effective at the date and time set for Final Revised Proposals will be used for evaluation of offers. FOR EVALUATION PURPOSES ONLY, these offered prices will not be adjusted to reflect any increase or decrease that may occur under the provisions of the ECONOMIC PRICE ADJUSTMENT (EPA) clause(s).
 - (b) Offered prices will be subject to all terms and conditions of the EPA clause(s).
- (c) (1) For <u>all products</u>, the award document will contain one price for each item. This price will be identified as the **base unit price**. The **base unit price** is the Final Revised price which is subject to adjustment when the ADJUSTING MARKET PRICE becomes available.
- (2) For <u>ALL PRODUCTS</u>, awards will be made at the Final Revised price, which is subject to adjustment at the start of the delivery period.

(DESC 52.215-9F17)

M24.01.100 EVALUATION OF OFFERS INVOLVING F.O.B TANKER LOADING (JP4/JP5/JP8/F76/DFA/FS2/MOGAS) (DESC OCT 1996)

- (a) Transportation will be considered in the evaluation of all origin offers unless the solicitation specifically indicates otherwise in the Schedule. The transportation to be used in evaluation will be based on the actual average daily fixed cost plus a composite of estimated variable costs for the vessels of the Military Sealift Command (MSC) controlled fleet. The rates will be those in effect on the due date for receipt of initial offers.
- (b) In the event an offeror limits his offer to individual tanker loadings of less than 235,000 barrels of product for one or more combinations of product, the offer will be evaluated on the basis of total vessel cost prorated over maximum quantity of product offered.
- (c) Notwithstanding the provisions of paragraph (c) of the TANKER DEMURRAGE AND LOADING CONDITIONS clause, offers containing provisions for tankers with a loaded draft of less than 36 feet will be considered for award. Offers containing such limitations will be considered, for evaluation purposes, under the procedures set forth in paragraph (b) above.
 - (d)(1) The following destinations will be evaluated on fully loaded vessels over 30,000 DWT:

FOR JP8	FOR JP5	FOR F76
SAN PEDRO CA	PT LOMA CA	PT LOMA CA
SELBY CA	SAN PEDRO CA	PUGET SOUND WA
PUGET SOUND WA	SELBY CA	PEARL HARBOR HI
PEARL HARBOR HI	PUGET SOUND WA	
	PEARL HARBOR HI	

(2) The following destination due to draft limitations or delivery restrictions cannot receive fully loaded vessels over 30,000 DWT and will be evaluated on a two-port discharge assuming that the listed destinations are the furthest ports:

FOR JP8	FOR JP5	<u>FOR F76</u>
PORTLAND OR ANCHORAGE AK	JOHNSTON ATOLL AP KWAJALEIN ATOLL AP	KWAJALEIN ATOLL AP
	WAKE ISLAND AP	

M27 EVALUATION OF OFFERS (DOMESTIC BULK) (DESC MAR 1996)

- (a) Offerors are requested to offer on all or any part of the products listed herein, and on the methods of delivery that the offeror's facilities will permit. The Armed Services prefer to use Government-owned railroad tank cars and/or to arrange for transport trucks for delivery to using activities (destinations) from origin, whether it be refinery, terminal, or bulk plant, unless the destination price offer is lower than the origin price plus commercial or negotiated Government rates. Even though offers are made on a destination basis, offers covering delivery on an origin basis at Contractor's refinery, terminal, and/or bulk plant are requested and should be included in the spaces provided. The Government reserves the right to award, as the interest of the Government may require, on the basis of origin delivery at refinery, terminal, and/or bulk plant or on the basis of destination delivery.
- (b) When requirements are indicated as Alternate Delivery in the Schedule, evaluation will be made on the cost of delivery direct from offeror's refinery, terminal, or bulk plant and alternately on the cost of bulk water or pipeline liftings for refineries, transportation to the Government controlled terminals indicated, and transportation from the terminal to using activity. Awards will be made in whole or part on either basis, but not on both.
- (c) The DELIVERY AND CONTRACT PERIODS clause contains provisions applicable to offers for deliveries over the full contract period. Notwithstanding said provisions, offers which restrict delivery of supplies hereunder to any particular time or times during said period will be considered for award if advantageous to the Government.
 - (d) Discounts for prompt payments will not be considered in the evaluation of offers.

(DESC 52.207-9F05)

M41 EVALUATION OF OFFERS - TRANSPORTATION RATES AND RELATED COSTS (DESC JUN 1993)

- (a) Transportation rates and related costs shall be used in the evaluation of f.o.b. origin bids and proposals. The best available transportation rates and related costs in effect on or to become effective prior to the expected date of initial shipment and on file or published at the date of the bid opening or initial proposal due date shall be used in the evaluation. However, when transportation rates and related costs that cover the traffic are filed or published after the bid opening or initial proposal due date and there were no applicable rates or costs in existence on that date, these rates and costs shall be so identified and shall be used in the evaluation.
- (b) For purposes of evaluating offers, reductions in transportation rates offered by carriers under Section 10721 of the Interstate Commerce Act or similar reductions offered under applicable state laws or regulations will be considered only when the application for such reduction is received by the cognizant Government agency prior to the date set for opening/closing of offers under this solicitation.
- (c) If the offeror desires to guarantee a rate other than that covered in (a) and (b) above, such rate shall be considered in the evaluation of offers and shall become a part of any resultant contract.
- (d) When Government property is to be furnished and shipped by the Government under a contract to a point specified by the prospective supplier in its bid or proposal, transportation costs shall be a cost factor in the evaluation of bids or proposals.

M72 EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DESC APR 1997)

- (a) Offerors are expected to submit offers in full compliance with all terms and conditions of this solicitation.
- (b) Any exceptions/deviations to the terms and conditions of this solicitation will result in the Government's determination that either--
 - (1) The exception/deviation is material enough to warrant rejection of the offer in part or in full; or
 - (2) The exception/deviation is acceptable.
- (c) If the exception/deviation is in reference to a specification contained in this solicitation and the offeror cannot supply product fully meeting the required specification(s), the product can be offered for consideration provided the offeror clearly indicates, by attachment to the offer, the extent to which any product offered differs from the required specification(s).
- (d) If the exception/deviation is in reference to a particular test, inspection, or testing method contained in this solicitation, the offer can be considered provided the offeror clearly indicates, by attachment to the offer, the extent to which its offer differs from those requirements.
- (e) If the exception/deviation is determined acceptable, offered prices may be adjusted, for evaluation purposes only, by the Government's best estimate of the quantitative impact of the advantage or disadvantage to the Government that might result from making an award under those circumstances.

M74 USE OF DESP BY COMMERCIAL SUPPLIER OFFERING PRODUCT UNDER DESC SOLICITATION (DESC AUG 1983)

DESC reserves the right to accept or reject offers that require movement of product through a Defense Energy Support Point to effect tanker loading. Rejection may be based on economics, detrimental logistical impact on the Government, or other good cause.

(DESC 52.252-9F02)

M76 EVALUATION OF OFFERS - OIL IMPORT TAX (DESC JAN 1990)

The U.S. Government is liable for the Oil Import Tax upon importation of product into the United States. Therefore, <u>for evaluation purposes only</u>, an evaluation factor equal to the Oil Import Taxes at time of award will be applied to all offered prices from those offerors supplying product f.o.b. origin from a nondomestic location evaluated to a domestic location. This factor <u>will not</u> become a part of any resultant contract.

(DESC 52.229-9F15)